



**School District 622**  
NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

# SCHOOL BOARD MEETING

## Regular Meeting

**June 28, 2016  
6:00 PM**

**Board Members:**

Caleb Anderson, Director  
Theresa Augé, Director  
Amy Coborn, Chair  
Steve Hunt, Vice Chair  
Nancy Livingston, Director  
Becky Neve, Clerk  
Michelle Yener, Treasurer

**Superintendent:**

Christine Osorio

622 Education Center  
2520 East 12<sup>th</sup> Avenue  
North St. Paul, Minnesota 55109

***District Mission Statement:***

*A community collaborative dedicated to educating and empowering all learners to excel in our changing world.*

**SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT 622  
North St. Paul-Maplewood-Oakdale**

**Regular Meeting  
June 28, 2016  
6:00 PM**

**District Education Center, 2520 East 12th Avenue, North St. Paul**

**A G E N D A**

- I. Call to Order and Pledge of Allegiance**
- II. Approval of the Agenda**
- III. Achievement - Neve**
  - A. Metro ECSU - 2016 Regional WEM Foundation Award: Mary Jo Wareham 15
- IV. Public Comment**

*An opportunity for public to comment on items pertaining to the agenda. Speakers shall complete a registration card, state their name and address, and will have between two and four minutes, depending on the number of speakers, to speak on an agenda topic. The Public Comment section of the meeting shall last no longer than thirty minutes.*
- V. Consent Agenda** 16

*The Consent Agenda consists of routine items that are acted on in a single, consolidated motion without Board discussion. Board members have the option of pulling items off the Consent Agenda if they wish to discuss them or consider them individually.*

*The Board will be taking action on the hiring of two individuals that I would like to call your attention to. The first is a status change for Bee Kong, from 5th grade teacher at Richardson to Educational Equity Coordinator. The second is Ty Thompson, who will be replacing Adam Ehrmantraut as Principal at Tartan High School. Bee and Ty will be in the audience, and after approval of their contracts, Troy will call them to the podium so they can introduce themselves to you.*

*\*I recommend that the consent agenda items, listed below, be approved as presented.*

- A. Minutes of May 24, 2016 Work Study Session 17
- B. Minutes of May 24, 2016 Business Meeting 18
- C. Routine Personnel 24
- D. Bid Calendar 28
- E. Bid Awards 29
- F. MSHSL 34

*Each year Minnesota Statute requires individual school boards to authorize membership in the Minnesota State High School League. Effective last year, each school board member must also view the "Why We Play" training video which defines the purpose of education-based athletics and activities and shows the value of athletic and activity programs. The link to the video was emailed to you on June 6.*

- G. Extending Implementation for New Procurement Standards in Uniform Guidance 35

*The District is working on new procurement standards which are now required when using federal funds for purchases. The District is required to have a Board approved procurement standards policy in place by June 30, 2016 in order to meet the implementation of Uniform Guidance. We are currently in the process of developing the procurement standards but need to utilize the "grace period" option allowed by the federal government since we will not have completed the standards prior to June 30, 2016. We just received a model policy from MSBA that we will use for guidance.*

- H. Disbursements 36

**VI. Reports**

- A. Superintendent - Osorio
  - 1. Strategic Plan Update 40

*I will give a brief update on the Strategic Plan and the results from*

*the Core Planning Team. I will briefly talk about core values, the mission and its outcomes, strategies and next steps.*

2. Annual Review of Policies 41

*Nine policies require annual review and the Board has designated that duty to the Superintendent to review the policies and make recommendations on whether or not a revision is necessary. The attached sheet outlines the names of the policies, the last revision and why they were revised. Six of the policies are proposed for revision later on in the Action portion of this evening's meeting; two were revised in 2015; and one in 2014. I am not recommending that any policies, other than this evening's proposed revisions, require additional changes at this time.*

3. Recognition of Retirees

*53 District staff have retired this year; from July 1, 2015 - June 30, 2016. The School Board recognized each of these individuals with a retirement card; and at this meeting I will be reading their names; listing their most recent positions, and thanking them for their service to District 622.*

4. Levy Update 43

*I will be providing the board and the viewing public with a few key messages about why we are pursuing another levy referendum.*

B. Community Education - Johnson

*Terri Johnson will share some pictures from this year's Golden Prom, which was held on Wednesday, May 25 at the Prom Center in Oakdale. She will also share some information about this annual event which brings young people together with senior citizens in their community.*

1. Golden Prom 60

VII. Discussion

A. Business Office - R. Anderson

1. Budget Review 63

*Director of Business Services Randy Anderson has included a 2016-*

*2017 budget power point presentation to guide this discussion.  
Approval of the preliminary budget for 2016-2017 is an action item  
later on in the meeting.*

## VIII. Action Items

### A. Superintendent - Osorio

88

*This is the second and final reading of the proposed revisions of 33 of our current policies, and the adoption of 1 policy. These policies were all discussed at our May 10 study session and at the May 24 business meeting.*

*Please refer to the green and white sheet entitled MSBA Model Policy Revisions for the 2015 Legislative Session as it clarifies the nature of the revisions and the one adoption. In addition to the follow up from the study session with notes indicated in blue type for Policies E-047, EM-020.18, & EM-020.1, I would like to call your attention to one revision indicated in green type: Policy EM-020.17, previously proposed for revision due to a legal reference addition.*

*Shortly after the May 24 business meeting, recent clarifications to Title IX by the U.S. Department of Education and the U.S. Department of Justice were released indicating that providing a student's gender as a part of directory information falls outside of compliance with the Family Educational Rights and Privacy Act (FERPA). After talking with attorney Karen Kepple, it was recommended that the word "gender" be removed from the definitions section of Directory Information. We've made the recommended change on the policy, and all other policies are exactly the same as presented at the first reading on May 24.*

*\*I recommend the revision of the proposed 33 policies and the adoption of Policy E-093.*

#### 1. Revise Policies

94

a. G-035 (Public Participation in School Board Meetings/Complaints/Data Privacy Considerations)	96
b. G-050 (Policy Stewardship)	102
c. E-007 (Advertising)	105
d. E-014 (Graduation Requirements)	107
e. E-018 (Immunization Requirements)	117
f. E-021 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)	121
g. E-022 (Mandated Reporting of Maltreatment of Vulnerable Adults)	127
h. E-026 (Transportation of Public School Students)	131
i. E-027 (Transportation of Nonpublic School Students)	138
j. E-047 (Drug and Alcohol Testing)	141
k. E-058 (Waste Reduction & Recycling)	163
l. E-072 (Enrollment of Nonresident Students)	170
m. E-074 (Extended School Year for Certain Students with Individualized Education Programs)	174
n. E-089 (Assessment of Student Achievement)	176
o. E-090 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)	182
p. E-091 (Credit for Learning)	185
q. EM-020.1 (Equal Educational Opportunity)	191
r. EM-020.2 (Equal Employment Opportunity)	192
s. EM-020.3 (Disability Nondiscrimination)	194
t. EM-020.4 (Public & Private Personnel Data & Form: Employee Authorization for Release of Information)	195
u. EM-020.6 (Family & Medical Leave)	203
v. EM-020.7 (Harassment & Violence Policy & Religious, Racial or Sexual Harassment)	211

w. EM-020.8 (Chemical Use & Abuse)	220
x. EM-020.9 (Drug Free Workplace/Drug Free School)	226
y. EM-020.12 (Students & Employees With Sexually Transmitted Infections & Diseases & Certain Other Communicable Diseases & Infectious Conditions)	230
z. EM-020.15 (Student Discipline & Notice of Suspension)	232
aa. EM-020.16 (Bullying Prohibition)	248
bb. EM-020.17 (Protection & Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information)	256
cc. EM-020.18 (Student Medication & Procedures)	282
dd. EM-020.20 (Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form)	286
ee. EM-020.23 (Use of Peace Officers & Crises Teams to Remove Students with IEPs from School Grounds)	290
ff. EM-020.28 (School District System Accountability)	294
gg. EM-020.34 (Workload Limits for Certain Special Education Teachers)	301
2. Policy Adoption	303
a. E-093 (School District Testing Plan & Procedure)	304
B. Business Office	
1. Acknowledgement of Contributions - <i>C. Anderson</i>	316
<u><i>*I recommend that the Board accepts with appreciation the contributions presented for a 2015-2016 total of \$285,601.73.</i></u>	
2. Calling the General Election & Resolution Relating to School Board Members - <i>R. Anderson</i>	318
<u><i>We are required to act on a resolution to schedule the school board election for November 8, 2016, between the hours of 7:00 a.m. and 8:00 p.m. for the purpose of electing four school board members for terms of four years each. Board members with expiring terms are: Theresa Augé, Steve Hunt, Nancy Livingston, and Becky Neve.</i></u>	

*This resolution also authorizes the school district election clerk to provide the county auditor of both of our counties with notice of the election 74 days before the election, to post notice of the election in the administrative offices of the district at least 10 days before the election, to post a sample ballot at the administrative office of the school district at least 4 days before the election, to post a sample ballot in each polling place on Election Day, to publish notice of the election in the official newspaper of the school district for two consecutive weeks with the last publication being at least one week before the date of the election and to authorize and cooperate with election officials to cause ballots to be prepared for use in the election in the proper form.*

*\*I recommend that the resolution relating to the election of School Board members and calling the School District general election for November 8, 2016, be approved.*

3. Establishment of Dates for Filing of Candidacy - R. Anderson

322

*You have a resolution in your packets establishing the dates for filing affidavits of candidacy for the office of school board. The resolution states that said notice of filing dates (beginning on August 2, 2016 and closing at 5:00 p.m. on August 16, 2016) shall be published in the official newspaper of the district at least two weeks prior to the first day to file affidavits of candidacy, shall be posted at the administrative offices of the school district at least 10 days prior to the first day to file affidavits of candidacy, shall be substantially in the form indicated in the resolution which notes that the election will be held on November 8, 2016, and that the four members will be elected to the school board for terms of four years each.*

*\*I recommend that the resolution establishing dates for filing affidavits of candidacy for School Board members be approved.*

4. Appointment of Election Clerk - R. Anderson 323

*Whenever we conduct an election, the school board designates an individual to serve as our election official to oversee all election duties.*

*\*I recommend that the resolution appointing the Executive Secretary of Business Services to serve as the School District Election Official be approved.*

5. 2016-2017 Budget Approval - R. Anderson 324

*The general fund numbers indicate a budget result that closely matches the projection used in the development of the budget plan.*

*\* Enrollment projections have been updated to recognize trend and the decrease in enrollment due to Valley Crossing Community School and North Metro Flex Academy charter school.*

*\* We will do a budget revision in 2016-17 to recognize the sale and receipt of the Valley Crossing Community School funds.*

*\* Because of new legislation, starting in 2016-17, the Long Term Facilities Maintenance (LTFM) - previously Alternative Facilities - budget will move from the Fund 6 Construction Budget to the General Fund. That budget will have initial revenues of \$7,475,452 and expenditures of \$6,411,832 with an anticipated restricted fund balance of \$1,063,620.*

*\* We will use one-time capital dollars of \$533,227 and other fund balance reserves of \$763,804 to balance our budget.*

*\*The budget adjustments and additions will decrease the projected unassigned fund balance by \$688,388 to a total of \$5,766,806 which is 4.73% of expenditures.*

*\* The general fund revenue includes the updated revenue of a 2% increase in the funding formula approved by the legislature.*

*\* All other funds are balanced and within acceptable parameters.*

*\*I recommend that the 2016-2017 Budget be approved.*

6. 916 Long Term Facility Maintenance Revenue (LTFMR) - R. Anderson 325

*Intermediate Districts became eligible for Long Term Facility Maintenance Revenue in the fall of 2016 starting for the 2016-2017 school year. Northeast Metro 916 did not levy last fall for the 2016-2017 school year because the school board was in the middle of voting on what to do with the current Capitol View Center building. Now that the decision has been made to move forward with replacement of that building, Northeast Metro 916 is filing for Long Term Facility Maintenance Revenue (LTFMR). Here are the major items to be aware of:*

*\* The allocation of 916 is separate and distinct from our district. This levy does not take away from District 622's allocation amount or limit for LTFMR.*

*\* The LTFMR levy for the Intermediates replaces the old Intermediate Health and Safety levy.*

*\* The only projects currently on the 10 year plan for Northeast Metro 916 are health and safety projects. There are currently no deferred maintenance projects identified. They expect that there will be some deferred maintenance projects for the South Campus showing up on their 10 year plan for future years.*

*\* They are levying for both 2016-2017 and 2017-2018 school years this fall.*

*\* The next three school years include the asbestos abatement of Capitol View Center. After that work is done, the levy decreases substantially to be more reflective of our typical health and safety levy.*

*\* The allocation to member districts is based on the same formula that the Health and Safety levy has always been based on: 50% utilization by your district of 916 programs and 50% tax capacity, which is how the levy limit is set up by MDE.*

*Each member district of Northeast Metropolitan Intermediate School District 916 is required annually to approve a resolution authorizing this new LTFMR for the Intermediate District. The total amount that will be levied for 916 in Pay17 is \$275,435 and School District 622's share of that amount will be \$51,002.53.*

*\*I recommend that the resolution proposing 916's Long Term Facility Maintenance Revenue be approved.*

7. Levy Resolution - R. Anderson

329

*Our attorney, Tom Deans, has drafted the required resolution for you to approve at the June 28 Board business meeting. Minnesota statute dictates that the Board approves the resolution by August 26 and provides a copy to the District's counties and the Minnesota Department of Education.*

*The resolution will outline the ballot language that is required for the election that will be held on November 8. It will also outline the question that will be asked of District voters. This question, if approved, would add additional referendum authority of \$630 per pupil unit to the current referendum authority of \$930 per pupil unit. It would be for 10 years and would be adjusted for inflation annually.*

*\*I recommend that the resolution for Increased Referendum Authority and Calling an Election be approved.*

8. 2016-2017 Polar Arena Rental Rates - R. Anderson

333

*As indicated by the attached comparison from Brad Martinson, we currently have the lowest hourly rental rates of ice arenas in the area. The Tartan Joint Powers Board recently approved a prime time rate increase to \$185.00 at Tartan Arena for the 2016-2017 season. To maintain parity with Tartan Arena and to keep pace with increasing operating costs, administration is recommending a*

*rate increase at Polar Arena to \$185.00/hour for prime time. Non-prime time is recommended to stay at \$125.00/hour.*

*\*I recommend that the proposed 2016-2017 Polar Arena rental rates be approved as presented.*

9. Lease Purchase Agreement of Fiber Optic - R. Anderson 335

*As mentioned at a previous work session, the District will be entering into a Lease-Purchase agreement for the construction of the District's fiber optic network that will begin this summer.*

*This agreement will be for 7 years and will be with US Bankcorp. The amount to be financed is the amount of the construction project and is \$1,650,204 with an interest rate of 2.2%. With this agreement, the District has the option of early pay-off when the District receives federal E Rate funding for the fiber optic project.*

*The payments will be paid semi-annually and will be \$127,826.54 per payment and \$255,653.08 annually - this amount has been included in the 2016-17 budget.*

*\*I recommend that the Fiber Optic Lease Purchase Agreement be approved.*

C. Teaching & Learning

1. Q Comp Annual Report - Cahill 376

*This annual report reflects District 622's tenth year of participation in Minnesota's Alternative Teacher Pay for Performance system (ATPPS) or Q Comp (Quality Compensation).*

*Q Comp participation provides on-going, site-based, job-embedded professional learning for all 622 licensed teachers. Q Comp provides the structures and resources to support on-going implementation and refinement of Professional Learning Communities at all sites.*

*Participating teachers have the opportunity to earn \$1900 for the implementation and planning of new instructional strategies. Teachers collect data on student performance in order to modify instruction to meet the needs of all learners. Q Comp also requires the creation of leadership positions for teachers and training for teachers selected to fill those roles.*

*Buildings set achievement goals each fall based on the last year's student achievement. Buildings determine a targeted instructional strategy to implement during the year, and also support teacher teams in the process of collaborative inquiry to refine their own instructional practice to better meet student needs.*

*MDE recognizes that 2014-2015 MCA proficiency rates are not available at this time and ask that all districts submit their required annual reporting by June 30 with the understanding the achievement sections on the annual report will be updated as the MCA data becomes available in August.*

*District 622 administration and the 622 teacher association continue to collaborate to refine and support the Q Comp process.*

*\*I recommend that the 2015-2016 Q Comp Annual Report be approved.*

D. Human Resources - Gray

1. Ratification of the 2015-2017 Principals' Master Agreement 386

*The North St. Paul-Maplewood-Oakdale Principals Association has ratified its contract and the settlement must be approved by the School Board to formalize it.*

*The Board has established a parameter of subtracting the cost of lanes from the Teachers Association settlement to establish the total settlement limit for all non-teaching groups. The total*

*percentage target is 2.60. This settlement is within that established parameter.*

*The settlement provides for one time lump sum payments in both years. In the first year, all principals not receiving an increase in step or longevity will receive a lump sum of \$250 in each contract year. These lump sums limit future rollups in subsequent budgets by maintaining salary schedules at current rates for the next two years.*

*\*I recommend that the 2015-2017 Principals' Master Agreement be approved.*

E. School Board

1. Set Closed Session for Evaluation of the Superintendent

*Minnesota's Open Meeting Law 13D.05, Subdivision 3a, states that a public body may close a meeting to evaluate the performance of an individual who is subject to its authority.*

*\*I recommend that we set a closed session to evaluate the superintendent on July 19, 2016 in Room 202 immediately following the 5:00 p.m. board business meeting.*

IX. Board Communications

X. Future Board Meeting Dates

A. July 19, 2016 Business Meeting 5:00 p.m. (Board Room)

III. A. ACHIEVEMENT AWARDS, *presented by: Neve*

The School Board of the North St. Paul-Maplewood-Oakdale School District is proud of its students, citizens, and staff who demonstrate service “above and beyond” the call of duty. We are proud to recognize the following individual(s):

**Skyview Elementary School 3<sup>rd</sup> Grade Teacher Mary Jo Wareham**, for receiving the 2016 regional WEM Foundation Award.

Mary Jo is being honored in the Teacher Achievement category of the award, which recognizes exemplary teachers who support, inspire and assist students to attain greater learning, as evidenced by student achievement. She weaves the philosophies of Responsive Classroom and culturally responsive learning into her teaching. Her students help to set up rules together at the beginning of the year that will support learning for everyone. Her classroom discusses what they want their classroom to look like, feel like and sound like. Mary Jo then uses interactive modeling to teach her students positive expected behaviors.

Educators are first nominated for the WEM Outstanding Educator Awards Program by students, parents, colleagues or community members. Six educators received statewide honors, and six educators were named as regional honorees for the 2016 WEM Foundation Outstanding Educator Awards.

Metro ECSU Executive Director Julie Frame will be presenting the award to Mary Jo.

V. CONSENT AGENDA

The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

Therefore, the following resolution is recommended:

BE IT RESOLVED by the School Board of Independent School District No. 622 that Consent Agenda Items, V.A. through V.H., be approved as written, and a copy of the agenda items is attached to the minutes.

MOTION:

SECOND:

**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION  
SCHOOL BOARD  
May 24, 2016**

Chair Coborn called the meeting to order at 5:05 p.m. with the following present: Chair Coborn, Vice Chair Hunt, Clerk Neve, Treasurer Yener, Directors Anderson, Augé, Livingston, and Superintendent Osorio.

Others present were: Randy Anderson and Kim Cavallaro.

In the audience: Peter Mau, Penny Baker and Rory Sanders.

Osorio, along with Mau, introduced the new Curriculum and Staff Development Coordinator, Penny Baker.

R. Anderson presented the following proposed 2016-2017 budgets for board review and discussion: Fund 2 (Food Service); Fund 7 (Debt Service); Fund 9 (Trust); Fund 20 (Self-Insured Health Insurance); Fund 45 (OPEB Fund); and Fund 47 (OPEB Debt Service). R. Anderson noted that Fund 1 (General Fund); and Fund 4 (Community Education) budgets will be reviewed at the June 28 work study session, followed by proposed adoption on all budgets at the June 28 business meeting.

The meeting adjourned at 5:42 p.m.

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Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, [www.isd622.org](http://www.isd622.org).

**INDEPENDENT SCHOOL DISTRICT 622  
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REGULAR MEETING  
SCHOOL BOARD  
May 24, 2016**

Chair Coborn called the meeting to order at 6:00 p.m. with the following present: Chair Coborn, Vice Chair Hunt, Clerk Neve, Treasurer Yener, Directors Anderson, Augé, Livingston, Superintendent Osorio, and Student Representative Charlotte Zangs. Absent: Student Representative Phoebe Ato.

Others present were: Troy Miller, Assistant Superintendent; Randy Anderson, Director of Business Services; Cory McIntyre, Director of Student Services; Peter Mau, Supervisor of Educational Programs; and Kim Cavallaro, Administrative Assistant.

The meeting opened with the Pledge of Allegiance led by Charlotte Zangs.

Augé moved and Neve seconded the following motion, which carried on a 7-0 vote:

THAT the agenda be approved as presented.

Livingston moved and Yener seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Items, IV.A. through IV.G., be approved as written, and a copy of the agenda items is attached to the minutes.

North Student Board Representative Charlotte Zangs reported on the following items: The school year is quickly coming to an end and caps and gowns will be picked up by seniors tomorrow; spring sports are also ending and it has been a good season; the STAARS Banquet was held last week and was an memorable event; Prom took place on Saturday and was enjoyed, however all students and staff are mourning the tragic loss of Anna Jaskulka; and as the year comes to a close, it can be summed up as a fantastic experience. Zangs also stated that it was wonderful to serve as North High's Student Board Representative for the past two years.

Osorio briefly summed up the recent Strategic Planning event and noted that a group of individuals comprised of school employees and community members came together for three days to work on the District's core values, mission, and strategies. Osorio said that she would share additional information on the Strategic Plan at an upcoming work study session.

Osorio recognized North High senior Charlotte Zangs for serving as Student Board Representative and presented her with a service award. Osorio introduced Shelby Larsen and

Miguel Urbina who will serve as North's new Student Board Representatives beginning with the 2016-2017 school year. Larsen and Urbina addressed the Board.

Miller and Educational Equity Specialist Sylvia Neblett highlighted the AVID Program. They shared student demographics, programming, and student success stories. This is AVID's first graduating class and all 52 graduates will be attending college.

District 916 Superintendent Connie Hayes presented an overview of District 622 special education enrollment in District 916, and highlighted services provided, facilities, and programs.

Osorio presented a first reading of proposed revisions for the following 33 policies: G-035 (Public Participation in School Board Meetings/Complaints/Data Privacy Considerations), G-050 (Policy Stewardship), E-007 (Advertising), E-014 (Graduation Requirements), E-018 (Immunization Requirements), E-021 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse), E-022 (Mandated Reporting of Maltreatment of Vulnerable Adults), E-026 (Transportation of Public School Students), E-027 (Transportation of Nonpublic School Students), E-047 (Drug and Alcohol Testing), E-058 (Waste Reduction & Recycling), E-072 (Enrollment of Nonresident Students), E-074 (Extended School Year for Certain Students with Individualized Education Programs), E-089 (Assessment of Student Achievement), E-090 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students), E-091 (Credit for Learning), EM-020.1 (Equal Educational Opportunity), EM-020.2 (Equal Employment Opportunity), EM-020.3 (Disability Nondiscrimination), EM-020.4 (Public & Private Personnel Data & Form: Employee Authorization for Release of Information), EM-020.6 (Family & Medical Leave), EM-020.7 (Harassment & Violence Policy & Religious, Racial or Sexual Harassment), EM-020.8 (Chemical Use & Abuse), EM-020.9 (Drug Free Workplace/Drug Free School), EM-020.12 (Students & Employees with Sexually Transmitted Infections & Diseases & Certain Other Communicable Diseases & Infectious Conditions), EM-020.15 (Student Discipline & Notice of Suspension), EM-020.16 (Bullying Prohibition), EM-020.17 (Protection & Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information), EM-020.18 (Student Medication & Procedures), EM-020.20 (Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form), EM-020.23 (Use of Peace Officers & Crises Teams to Remove Students with IEPs from School Grounds), EM-020.28 (School District System Accountability), and EM-020.34 (Workload Limits for Certain Special Education Teachers). Osorio presented a first reading of proposed adoption for Policy E-093 (School District Testing Plan & Procedure). She noted that all policies were discussed at the May 10, 2016 work study session and would be presented again as a second reading and possible adoption at the June 28 board business meeting.

Yener moved and Anderson seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Mark Riggins	\$50.00	Community Bridge
City of Maplewood	\$2,040.00	North - Robotics Club
Wells Fargo Matching Gifts Program	\$50.00	North - Festival of Cultures
Shelly and Chris Clausen	\$100.00	North - Festival of Cultures
Christian Office Cleaning, LLC	\$50.00	North - Festival of Cultures
Gary Mulcahy, Sr.	\$100.00	North - Festival of Cultures
Green Mill Foods	\$100.00	North - Festival of Cultures
Wells Fargo Community Support Campaign	\$50.00	North - Backpack Program
Christine Athey	1 snow blower & 1 lawnmower (valued at \$250.00)	North - Industrial Tech
Theresa & Thierry Augé	4 spring prom dresses (valued at \$360.00)	Tartan
Lolita Cox	\$160.00	Castle - 5 <sup>th</sup> grade Audubon trip
Truist	\$61.45	Maplewood Meals on Wheels
Christa Waymire	\$50.00	Harmony Pilot Program
Jim and Sue Reibel	Pants and shorts (valued at \$150.00)	Cowern - student need
Amy and Duke Coborn	Water and cookies (valued at \$50.00)	ISD 622 Community Engagement
Robert A. Bailey	Square Stearn Canoe, 1.5 hp outboard and canoe supplies (valued at \$500.00)	Tartan Industrial Tech department
Kate and Mike Stumpf	3 boxes of masking tape; 50 plus sheets of sand paper of varying grits (valued at \$85.00)	North High - Industrial Tech
Paul Martinson	Sandpaper and masking tape	North High - Industrial Tech
Marnie and Scott Miner	\$100.00	Weaver - 3 <sup>rd</sup> grade field trip
North High Wrestling Booster Club	\$3,000.00	North - wrestling
Cub Foods	\$50.00 Gift Card	Community Education - Excel Awards
Pizza Ranch	Pizzas (valued at \$133.93)	Community Education - Excel Awards
State Farm Insurance	180 Computer Monitors	District 622

Hunt moved and Neve seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the 2015-16 District Budget be revised as presented.

Augé moved and Hunt seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the school board adopt a resolution calling for a referendum election in November 2016 increasing the current referendum authorization by \$630 per pupil unit. This new authorization will have a duration of ten years with a factor for inflation.

Yener moved and Neve seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the Joint Powers Dissolution Agreement is approved as exhibited, and further, that the School Board Chair and Clerk are authorized to sign the document attesting the Agreement.

Anderson moved and Augé seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the Sub-Lease Termination Agreement is approved as exhibited, and further, that the School Board Chair and Clerk are authorized to sign the document attesting the Agreement.

Neve moved and Hunt seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the Quit Claim Deed is approved as exhibited, and further, that the School Board Chair and Clerk are authorized to sign the document attesting the Agreement.

Augé moved and Hunt seconded the following resolution, which carried on a 7-0 roll call vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 as follows: That Merridith Duellman-Joly a teacher of said school district, be placed on unrequested leave of absence (1.0 FTE) without pay or fringe benefits (benefits continue through 08/31/2016), effective at the end of the 2015-2016 school year on June 10, 2016, pursuant to M.S. 122A.40, subdivision 11.

Anderson moved and Livingston seconded the following resolution, which carried on a 7-0 roll call vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 as follows: That Paula Thomas a teacher of said school district, be placed on unrequested leave of absence (1.0 FTE) without pay or fringe benefits (benefits continue through 08/31/2016), effective at the end of the 2015-2016 school year on June 10, 2016, pursuant to M.S. 122A.40, subdivision 11.

Neve moved and Livingston seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the School Board approves a contract for employee dental insurance coverage with Delta Dental of Minnesota for one year with premiums of \$99.25 per month for the period of July 1, 2016 through June 30, 2017.

Anderson moved and Augé seconded the following resolution, which carried on a 7-0 vote:

BE IT RESOLVED, that the School Board of ISD 622 approve the courses beginning fall 2016 for:

- New Course Pilots
  - Intermediate Algebra 0070
  - Strategies for College Reading 0950 & Critical Reading and Thinking for College 1000

(Augé left the meeting at 7:23 p.m.)

Neve moved and Hunt seconded the following resolution, which carried on a 6-0 vote:

BE IT RESOLVED by the School Board of Independent School District #622 that pursuant to Policy G-033, School Board Business meeting dates will be as follows:

July 19, 2016  
August 23  
September 27  
October 25  
November 22  
December 13  
January 24, 2017  
February 28  
March 28  
April 25  
May 23  
June 27

AND THAT THE School Board Work Study Session meeting dates will be as follows:

August 9, 2016  
October 11  
January 10, 2017  
February 7  
April 11

AND THAT THE School Board Reflection Study Session meeting dates will be as follows:

September 27, 2016  
December 13  
March 28, 2017  
June 27

AND THAT THE regular meeting place for School Board Business meetings shall be in the Board Room in the District Education Center at 6:00 p.m., with the exception of the July 19, 2016 meeting which will be held at 5:00 p.m., or unless otherwise specified,

AND THAT THE regular time for the School Board Work Study Sessions will be at 4:30 p.m. and the meeting place will be posted,

AND THAT THE regular meeting place and time for the School Board Reflection Study Sessions shall be in the District Education Center at 5:00 p.m.

During Board Communications, the following items were shared:

- ✓ Yener mentioned that she was excited for the upcoming graduations and how much she enjoys all of them. She added that she is hopeful now that the Board had passed a levy resolution; Yener closed her comments by stating how sorry she was for the death of our student and offered her thoughts and best wishes to the family.
- ✓ Coborn also commented on the upcoming graduation ceremonies and stated that taking part in the events is a highlight in her role as a board member.

Livingston moved and Anderson seconded the following motion, which carried on a 6-0 vote:

THAT the meeting be adjourned.

The meeting adjourned at 7:27 p.m.

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Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, [www.isd622.org](http://www.isd622.org).

# Employment

First Name	Last Name	Employed as	Building	Effective	Pay Rate	Per
Tammira	Bauer	Van Driver	Bus Garage	4/1/16	\$17.88	hour
Tammira	Bauer	PT Bus Driver	Bus Garage	5/27/16	\$19.00	hour
Tammira	Bauer	PT Bus Driver Trainee	Bus Garage	5/16/16	\$17.07	hour
Heather	Bombardir	Registered Nurse - BSN	Tartan High School	8/29/16	\$30.00	hour
Kathleen	Brastad	Bldg EA	Webster	6/1/16	\$14.72	hour
Johannah	Brown	Preschool Instructor	Webster	8/16/16	\$44,000.00	year
Brittany	Buckley	CE Aquatic Trainer	District-Wide	6/15/16	\$18.00	hour
Nancy	Chada	Misc Activities	North High School	4/21/16	\$17.25	hour
Christopher	Cook	1:1 SPED Para	North	9/6/16	\$14.51	hour
Daniel	Dreschel	Water Safety Aid	District-Wide	6/6/2016	\$9.00	hour
Beth	Drucker	ABE Instructor	Harmony Learning Center	5/16/16	\$25.30	hour
Brittany	Dwyer	Misc Activities	Tartan High School	5/23/16	\$17.25	hour
John	Edmundson	ABE Instructor	Harmony Learning Center	6/10/16	\$25.30	hour
Sheri	Eichler	Misc Activities	North High School	6/8/16	\$17.25	hour
Sheryl	Erickson	Chaperone	Next Step	5/7/16	\$16.91	hour
Ellen	Galbaw	Misc. Activities	John Glenn	5/11/16	\$17.25	hour
Stephe	Garcia	Misc Activities	Tartan High School	6/13/16	\$17.25	hour
Adam	Ghormley	Misc. Activities	John Glenn	5/11/16	\$17.25	hour
Allyson	Gillen	CE Pool Guard	District-Wide	6/3/16	\$11.40	hour
Allyson	Gillen	Water Safety Aid	District-Wide	6/3/16	\$9.00	hour
Benjamin	Habbe	Grade 5 Teacher	Richardson	8/29/16	\$40,405.00	year
Stephanie	Hackney	Misc Activities	North High School	5/19/16	\$17.25	hour
Samantha	Hanson	Misc Activities	North High School	5/21/16	\$17.25	hour
Beth	Ingberg	Misc Activities	Tartan High School	5/23/16	\$17.25	hour
Megan	Jacobs	ECSE Teacher	Gladstone	8/29/16	\$36,798.00	year
Joan	Johnson	FSIII - Cafeteria Assistant (Short Hour)	North High School	5/23/16	\$13.11	hour
Anne	Kapping	Misc Activities	Tartan High School	6/13/16	\$17.25	hour
Susan	Kelnberger	SPED Resource Teacher	Skyview Middle	8/29/16	\$49,662.00	year
Robin	Kiihn	Boys Baseball - Umpire	Tartan	5/16/16	\$76.00	game
Linda	Klun	Misc Activities	North High School	6/8/16	\$17.25	hour
Pete	Knoebel	Misc. Activities	John Glenn	5/11/16	\$17.25	hour
Bee	Kong	Coordinator, Office of Educational Equity	DEC	7/1/16	\$84,000.00	year
Don	Lee	Boys Golf - Assistant Coach	Tartan	3/21/16	\$908.53	assignment
Laura	Medina Coste	Student Placement Specialist	DEC	6/20/16	\$48,000.00	year
Kaylin	Molitor	Misc Activities	Tartan High School	5/9/16	\$17.25	hour
Cody	Morisette	Sound & Light Technician	North High School	4/22/16	\$15.00	hour
Kellie	Nelson	Grade 4 Teacher	Cowern	8/29/16	\$64,995.00	year
Karen	Nyberg	Misc Activities	North High School	6/8/16	\$17.25	hour
Natalie	Olson	Water Safety Aid	District-Wide	6/10/16	\$9.00	hour
Katie	Pangborn	Misc. Activities	John Glenn	5/11/16	\$17.25	hour
Abigail	Patchet	Test Proctor	Tartan High School	5/1/16	\$21.75	hour
Elizabeth	Perez	Misc Activities	Tartan High School	5/9/16	\$17.25	hour
Chad	Poitra	PT Bus Driver Trainee	Bus Garage	5/16/16	\$17.07	hour
Chad	Poitra	PT Bus Driver	Bus Garage	5/20/16	\$19.00	hour
Alyssa	Postma	ECSE Teacher	Gladstone	8/29/16	\$42,906.00	year
Mckinzie	Russell	SPED Resource Teacher	Tartan	8/29/16	\$40,695.00	year
Joseph	Schantz	Testing & Educational Technology Management Specialist	DEC	8/1/16	\$21.75	hour
Lynn	Schneider	Speech Language Pathologist	Gladstone	8/29/16	\$45,190.00	year

Marjorie	Semonick	Misc. Activities	John Glenn	5/11/16	\$17.25	hour
Billie	Shoen	Misc Activities	Tartan High School	5/9/16	\$17.25	hour
William	Slayden	Summer Play Technical	Tartan	5/19/16	\$1,300.00	assignment
Richard	Sullivan	Van Driver	Bus Garage	5/12/16	\$17.88	hour
Richard	Sullivan	PT Bus Driver Trainee	Bus Garage	5/12/06	\$17.07	hour
Britta	Swanson	Grade 4 Teacher	Skyview Elementary	8/29/16	\$36,798.00	year
Antenhe	Tena	Grant Support A	John Glenn Middle	5/19/16	\$15.00	hour
Ty	Thompson	Principal	Tartan	7/1/16	\$125,931.00	year
Erik	Tvedten	Boys/Girls Track - Official	North	5/19/16	\$130.00	game
Jessica	Vinar	ECSE Teacher	Gladstone	7/1/16	\$48,424.00	year
Lynn	Watkins	CID Teacher	Eagle Point	8/29/16	\$36,798.00	year
Becky	Yang	Grade 3 Teacher	Carver	8/29/16	\$38,099.00	year
Samuel	Zamora	CE Pool Guard	District-Wide	6/5/2016	\$11.40	hour

## Status Change

First Name	Last Name	From	To	Effective	Pay Rate	Per
Angela	Ault	.60 Occupational Therapist	1.0 Occupational Therapist	7/1/16	\$64,802.00	year
Kathleen	Brastad	Breakfast/Lunch Monitor .07	Breakfast/Lunch Monitor .10	9/6/16	\$16.11	hour
Barbara	Buresh	Breakfast/Lunch Monitor .09	Breakfast/Lunch Monitor .10	9/6/16	\$16.16	hour
Barbara	Buresh	Bldg EA .11	Bldg EA .16	9/6/16	\$14.24	hour
Julie	Cambronne	Bldg EA .25	Bldg EA .08	9/6/16	\$14.24	hour
Shawna	Campbell	LPN .27	LPN .29	8/29/16	\$21.55	hour
Roxanne	Cocchiarella	SPED Bldg Para .27	FAN Para .27	9/6/16	\$18.60	hour
Carrie	Eicher	Instructional Coach	Assistant Principal	7/1/16	\$96,464.00	year
Diane	Ericson	Before School Monitor .02	Before School Monitor .03	9/6/16	\$17.86	hour
Lisa	Ernst	FSIA - Assistant Cafeteria Manager (John Glenn Middle)	FSI - Cafeteria Manager (Skyview Middle)	6/6/16	\$21.18	hour
Francine	Evans	Receptionist	Meals on Wheels Specialist	7/1/16	\$17.00	hour
Karen	Frucci	Math Intervention EA .21	Bldg EA .23	9/6/16	\$17.12	hour
Laura	Hanlon	FSIII - Cafeteria Assistant (John Glenn)(Short Hour)	FSIII - Cafeteria Assistant (John Glenn)(Long Hour)	9/6/16	\$14.51	hour
Roy	Jackson	EBD Para .27	EBD Para .25	9/6/16	\$15.91	hour
Lynn	Johnson	Community Ed Clerk (11 mo.)	Community Ed Clerk (12 mo.)	7/1/16	\$24.09	hour
Jasmine	Jones	Bldg EA .27	Bldg EA .23	9/6/16	\$14.05	hour
Jodi	Keller	FSIII - Cafeteria Assistant (Tartan High School)(Long Hour)	FSII - Cafeteria Manager (Skyview Elementary)	6/8/16	\$16.28	hour
Tadeusz	Klasinski	Hall Monitor .33	Hall Monitor .29	9/6/16	\$18.11	hour
Jeanelle	Kummer	ECSE Para .08	ECSE Para .10	3/28/16	\$15.19	hour
Thomas	Lakner	MN Para .25	CID Para .25	9/6/16	\$16.16	hour
Penny	LaVick	Guidance Secretary (11 mo.) .32	Activities Director's Secretary (11 mo.) .65	6/1/16	\$17.62	hour
Michelle	Marcotte	Community Ed Clerk (10 mo.) .30	Community Ed Clerk (10 mo.) .37	7/1/16	\$16.36	hour
Alyssa	McGaughey	Lunch/Playground Monitor .07	Lunch/Playground Monitor .08	9/6/16	\$13.70	hour
Jacqueline	Morris	ECSE Para .15	ECSE Para .20	9/6/16	\$14.51	hour
Dawn	O'Tremba	SPED Bldg Para .25	EBD Para .27	9/6/16	\$18.60	hour

Heather	Sanders	Early Learner Coordinator	Early Childhood & Family Programs Supervisor	7/1/16	\$79,000.00	year
Constance	Same	FSIII - Cafeteria Assistant (John Glenn)(Long Hour)	FSIA - Assistant Cafeteria Manager (John Glenn Middle)	6/6/16	\$18.80	hour
Sawanda	Smith	LPN .27	LPN .31	8/29/16	\$20.50	hour
Lynn	Soler	LPN .27	LPN .29	8/29/16	\$20.50	hour
Mary Jo	Syring	Intervention EA .27	Intervention EA .31	9/6/16	\$15.87	hour
Knutsen	Theresa	MN Para .25	Bldg Para .25	9/6/16	\$14.85	hour
Wendy	Vlasich	.50 Physical Therapist	.70 Physical Therapist	5/16/16	\$34,204.77	year
Diane	Wales	Intervention EA .07	Intervention EA .11	9/6/16	\$14.96	hour
Diane	Wales	Breakfast/Lunch Monitor .09	Breakfast/Lunch Monitor .10	9/6/16	\$16.36	hour
Patricia	Weyandt	LPN .27	LPN .29	8/29/16	\$22.80	hour
Shao	Yang	Bldg EA .17	Bldg EA .19	9/6/16	\$13.47	hour

## Resignation

First Name	Last Name	Assignment	Building	Effective
Jean	Anderson	PT Bus Driver	Bus Garage	6/9/16
Allison	Berglin	SPED Resource Teacher	Oakdale	6/10/16
Nicole	Brooks	Behavior Intervention Specialist	Skyview Elementary	6/10/16
Jeremy	Carlson	Music Teacher	Skyview Elem	6/10/16
Gabrielle	Dabu	CE Marketing & Youth Programs Specialist	DEC	6/30/16
Jenelle	Den Herder	Kindergarten Teacher	Castle	6/10/16
Gary	Downing	SPED Resource Teacher	Skyview Middle	6/10/16
Robyn	Engen	MN Para	Next Step	5/26/16
Maria	Evans	CID Para	Tartan	6/9/16
Kayla	Finn	PT Behavior Intervention Specialist	Castle	6/10/16
Kayla	Finn	PT PBIS Specialist	Castle	6/10/16
Laresa	Fitzgerald	Parent Volunteer Coordinator	Skyview Middle	6/30/16
Janis	Goetzke	LPN	Cowern	6/10/16
Andrea	Henning	Adv. Conn. CC Para	Skyview Elem	6/9/16
Clarissa	Herrera	School Liaison	Skyview Middle	6/10/16
Barbara	Herzog	Grade 2 Teacher	Weaver	6/10/16
Denise	Jechorek	PT Bus Driver	Bus Garage	6/9/16
Benjamin	Johnson	EBD Para	Harmony	6/9/16
Kimberly	Johnson	FAN Para	Cowern	5/16/16
Scott	Kopp	Art Teacher	North	6/30/16
Jill	Kuehn	SPED Resource Teacher	Skyview Elem	6/14/16
Chee	Lor	Bicultural Liaison	District-Wide	6/9/16
Sandra	Lowry	Work Base Learning Coordinator	Next Step	9/9/16
Erin	Lynch	Grade 2/3 Split Teacher	Cowern	6/10/16
Lori	McNamara	Activities Director's Secretary	North	6/15/16
Sandra	Milbrandt	ECFE Para	Gladstone	5/6/16
Kyle	Milnes	CREED Para	Tartan	6/7/16
Sharyl	Murphy	FSI - Cafeteria Manager	Skyview	8/20/16
Greg	Norum	Driver/Mechanic	Bus Garage	8/12/16
Michelle	Padden	SPED Resource Teacher	North	6/20/16
Kimberly	Racek	Registered Nurse - BSN	Beaver Lake/Gladstone/Eagle Point	6/10/16
Lisa	Rapke Hoffman	Social Worker	Gladstone	8/19/16
Nellyda	Ross	Bicultural Liaison	District-Wide	7/15/16

Lori	Schouvieller	Instructional Coach	Eagle Point	6/10/16
Rachel	Schumann	ECSE Para	Beaver Lake	5/24/16
Rachel	Schumann	Adv. Conn. CC Para	Eagle Point	6/3/16
Diane	Schuweiler	ECFE Teacher	Gladstone	6/10/16
Sean	Slawik	CREED Para	Richardson	6/9/16
Diane	Sleeman	SPED Resource Teacher	John Glenn	6/10/16
Lesley	Snyder	Grade 1 Teacher	Weaver	6/10/16
Sarah	Thomsen	CID Para	Eagle Point	6/9/16
William	Thyne	Language Arts Teacher	Tartan	6/10/16
Ashleigh	Titterton	CID Para	Tartan	6/9/16
Driscoll	Virginia	ECSE Para	Beaver Lake	6/10/16
Nancy	Vue	Preschool Instructor	Webster	6/6/16
Elizabeth	Weber	SPED Bldg Para	North	6/9/16
Alicia	Wegman	Language Arts Teacher	John Glenn	6/10/16
Lisa	Yahr	CID Para	Tartan	6/9/16

## Termination

First Name	Last Name	Assignment	Building	Effective
Dawn	Beardsley	Intervention EA	Carver	6/10/16
Catherine	Budzyn	Behavior Intervention Specialist	Carver	6/9/16
Steven	Davison	PT Bus Driver	Bus Garage	5/20/16
Krista	Dreschel	Bldg EA	Oakdale	6/10/16
D'Andrea	Giustiniani	LPN	North	6/9/16
Sharon	Hansen	Math Intervention EA	Eagle Point	6/10/16
Sadia	Hassan	Bldg EA	Richardson	6/9/16
Shelia	Howell	Registered Nurse - BSN	North	6/10/16
Alonso	Jaque-Pino	Intervention EA	Carver	6/10/16
Ray	Johanek	PT Bus Driver	Bus Garage	1/11/16
Nicolaos	Johns	Behavior Intervention Specialist	North	6/10/16
April	Johnson	Math Intervention EA	Oakdale	6/10/16
Laura	Kaschmitter	Math Intervention EA	Castle	6/9/16
Julianne	Knapp	Math Intervention EA	Cowern	6/9/16
Michael	Knutsen	Behavior Intervention Specialist	North	6/10/16
Lori	Kolberg	Math Intervention EA	Webster	6/9/16
Jeanelle	Kummer	Preschool EA	Beaver Lake	6/7/16
Tammy	Molohon	Copy Room EA	North	6/9/16
Tammy	Molohon	Hall Monitor	John Glenn	6/10/16
Jody	Rademaker	Math Intervention EA	Carver	6/10/16
Pamela	Simanski	Math Intervention EA	Cowern	6/9/16
Jeanne	Skree	Math Intervention EA	Skyview Elem	6/9/16
Beth	Thibodeau	Intervention EA	Cowern	6/9/16
LaTwanna	Williams	Bldg EA	North	6/9/16
Michelle	Williams	Before and After School Monitor	Webster	6/9/16

## Lay-Off

First Name	Last Name	Assignment	Building	Effective
Kathleen	Brastad	Computer Lab Monitor	Webster	6/9/16
Shelly	Brown	Intervention EA	Cowern	6/9/16
Susan	Nofziger	Math Intervention EA	Skyview Elem	6/9/16
Chloe	Pierson	Para Job Coach	District-wide	6/9/16
Judith	Stein	Intervention EA	Cowern	6/9/16
Diane	Wales	Computer Lab Monitor	Webster	6/9/16
Ying	Yang	Bldg EA	Cowern	6/9/16

## BID/RFP CALENDARS

<u>NAME OF BID</u>	<u>BID OPENING</u>	<u>BOARD MEETING</u>
TARTAN HIGH SCHOOL RE-GRADING BALL FIELDS AND IRRIGATION REPLACEMENT	6/23/2016 10:00 A.M. Room 202	6/28/2016
TARTAN BOILER ROOM HVAC INSULATION REPLACEMENT	6/23/2016 11:00 A.M. Room 202	6/28/2016
NORTH HIGH SCHOOL CHILLER REBUILD	6/23/2016 1:00 P.M. Room 206	6/28/2016
FIRE ALARM SYSTEM UPGRADES	6/23/2016 2:00 P.M. Room 206	6/28/2016
CARVER ELEMENTARY SCHOOL MASONRY RESTORATION	6/28/2016 10:00 A.M. Room 206	7/12/2016

<u>NAME OF RFP</u>	<u>RFP DUE DATE/TIME</u>	<u>BOARD MEETING</u> (if applicable)

*“Notice to Bidders” can be found on ISD 622 website at [www.isd622.org](http://www.isd622.org). Click on “New Bid/RFP Posted” Quick Link to see a complete listing of Bids and RFPs.*

*Note: RFP’S have a due date/time only. There is not a formal opening or reading of the proposals unless noted. Bids have a due date/time and room location for the formal opening and reading of the bids.*

V. E. BID AWARDS

Sealed bids were solicited as required by law for goods and services listed below. The bids were opened and tabulated by the Business Office and are recommended for award to the lowest responsible bidders. Bid tabulations are on file in the Business Office.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that contracts be awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>#Bids</u>	<u>Fund</u>	<u>Amount</u>
<b>77-Passenger Buses and 30-Passenger Buses - Transportation</b> <u>Base Bid:</u> 77-Passenger Buses - 4/ea @ \$86,368.00 30-Passenger Buses - 4/ea @ \$53,088.00	Hoglund Bus Company	2	01	\$ 557,824.00
<b>Tartan High School Re-Grading Ball Fields and Irrigation Replacement - Long Term Facilities Maintenance - Award Base Bid</b>	Ramsey Excavating Company	4	06	\$ 897,620.00
<b>Tartan Boiler Room HVAC Insulation Replacement - Long Term Facilities Maintenance - Award Base Bid</b>	Mavo Systems	1	06	\$ 88,200.00
<b>North High School Chiller Rebuild - Long Term Facilities Maintenance - Award Scope 1 (base and Alternates), Scope 2 (Base), and Scope 3 (Base and Alternates)</b>	Corval Constructors, Inc.	2	06	\$ 130,512.00
<b>Fire Alarm System Upgrades - Long Term Facilities Maintenance</b>	REJECT ALL BIDS	2	06	\$ 0.00

**BID TALLY SHEET**

**BID FOR: 77-PASSENGER & 30-PASSENGER BUSES TRANSPORTATION**

**BID DUE: JUNE 17, 2016 @ 10:00 AM**

	<b>VENDOR</b>	
	HOGLUND BUS CO, INC	NORTH CENTRAL BUS & EQUIPMENT, INC
<b>BID BOND:</b>	5%	5%
<b>AFFIDAVIT OF NON-COLLUSION:</b>	Yes	Yes
<b>ITEM:</b>		
UNIT PRICE FOR 77-PASSENGER BUSES	\$ 86,368.00	\$ 88,747.00
TOTAL PRICE FOR FOUR (4) 77-PASSENGER BUSES	\$ 345,472.00	\$ 354,988.00
UNIT PRICE FOR 30-PASSENGER BUSES	\$ 53,088.00	\$ 54,227.00
TOTAL PRICE FOR FOUR (4) 30-PASSENGER BUSES	\$ 212,352.00	\$ 216,908.00
<b>GRAND TOTAL FOR BID</b>	<b>\$ 557,824.00</b>	<b>\$ 571,896.00</b>
<b>TRADE-IN PER BUS</b>		
<b>INTERNATIONAL 77-PASSENGER BUSES</b>		
BUS #09 2001 192,000	\$ 1,800.00	\$ 1,800.00
BUS #10 2001 153,000	\$ 2,200.00	\$ 1,800.00
BUS #11 2001 186,000	\$ 1,700.00	\$ 1,800.00
BUS #17 2002 189,000	\$ 2,000.00	\$ 2,200.00
BUS #22 2002 179,000	\$ 2,000.00	\$ 2,200.00
BUS #57 2002 201,000	\$ 1,700.00	\$ 2,200.00
<b>CHEVY BLUE BIRDS 19-PASSENGER MINI-BUSES</b>		
BUS #51 2009 157,000	\$ 5,500.00	\$ 6,000.00
BUS #27 2009 135,000	\$ 7,500.00	\$ 6,500.00
BUS #52 2009 112,000	\$ 10,500.00	\$ 6,500.00
<b>DELIVERY TIMEFRAME</b>	120 days	120 days



**PERFORMANCE  
DRIVEN DESIGN.**  
LHBcorp.com

June 23<sup>rd</sup> 2016

Vicky Kornegor  
North St Paul – Maplewood – Oakdale ISD 622  
2520 East 12<sup>th</sup> Avenue  
North St Paul, MN 55109

Mrs. Kornegor;

Thank you for the opportunity to assist the district with projects that are part of your district’s facility maintenance schedule. The four projects were bid on June 23<sup>rd</sup> 2016 the following the bid results and our corresponding recommendations:

**PROJECTS: 160065.05 Mechanical Systems Chiller Rebuild 160065.05**

**Task 01: North High School**

Construction Budget: \$120,000  
Added Scope as Alternates: \$7,500

The bid opening for the above referenced project was held Thursday June 23<sup>rd</sup> 2016 at 11:00 am CST

There were two qualified bidders:

		<b>Trane</b>	<b>Corval</b>
Scope 1	Base Overall:	\$50,663	\$26,997
	Eddy Current Testing:	\$970	\$1,300
	Rupture Guard Installation:	\$1,035	\$9,725
	Control Panel Upgrade:	\$48,775	\$25,900
	Alternate 1-1:	\$3,250	\$2,900
	Alternate 1-2:	\$2,800	\$1,525
Scope 2	Alternate 1-3:	\$2,527	\$1,400
	Alternate 1-4:	\$1,925	\$1,625
	Chiller Plant Piping:	\$1,125	\$1,500
	Alternate 2-1:	\$2,250	No Bid
Scope 3	Tower Fill Replacement:	\$33,410	\$38,640
	Rust Removal and Coating:	\$7,520	\$14,375
	VFD Drive System Replacement:	\$4,500	\$4,625
	<b>TOTAL BID:</b>	<b>\$160,750</b>	<b>\$130,512</b>

All bids were reviewed and no errors were identified.

**Recommendation: award Scope 1 (base and Alternates), Scope 2 (Base), and Scope 3 (Base and Alternates) to Corval Constructors, Inc. for: \$130,512**

**PROJECTS: 160065.15 Tartan Site Work**

**Task 01: Tartan High School**

Construction Budget:		\$975,000
Bidder One:	Ramsey Excavating Company:	\$897,620
Bidder Two:	Peterson Companies:	\$936,300
Bidder Three:	Frattalone Companies:	\$1,145,285
Bidder Four:	Max Steininger Inc:	\$1,151,974

All bids were reviewed and no errors were identified. We contacted several references for Ramsey Excavating Company and received positive comments.

**Recommendation: award to Ramsey Excavating Company for \$897,620.**

**PROJECTS: 160065.16 Fire Systems**

**Task 01: North High School**

Construction Budget: \$110,000

**Task 02: Webster Elementary School**

Construction Budget: \$65,000

**Task 03: Skyview Elementary/Middle School**

Construction Budget: \$42,500

**District Budget: \$217,000**

The bid opening for the above referenced projects was held Thursday June 23<sup>rd</sup> 2016 at 2:00 pm CST  
 There were two qualified bidders:

		<b>LSS</b>	<b>ECSI</b>
Scope 1	Base Bid:	No Bid	\$247,390
	Alternate 1-1 Devise and Wire:	\$686,125	\$247,390
	Alternate 1-2 Full Coverage:	\$15,100	\$27,330
	Alternate 1-3 Dampers:	(\$38,900)	(\$11,050)
Scope 2	Base Bid:	\$355,500	\$217,450
	Alternate 2-1 Full Coverage:	\$31,900	\$46,030
	Alternate 2-2 Dampers:	(\$42,900)	(\$12,020)
Scope 3	Base Bid:	\$75,900	\$62,140
	Alternate 3-1 Full Coverage:	\$2,400	\$12,590
	<b>TOTAL BID:</b>	<b>\$1,084,125</b>	<b>\$837,250</b>

All bids were reviewed and no errors were identified.

**Recommendation is to reject all bids.**

This will allow the district and design team to address the project scope and budget, and to rebid the project this coming winter to all for a more competitive bid climate and construction schedule.

**PROJECTS: Re-Insulate Boiler Room Piping**  
**Task 01: Tartan High School**

Construction Budget: \$64,500

The bid opening for the above referenced projects was held Thursday June 23<sup>rd</sup> 2016 at 1:00 pm CST

There were one qualified bidder:

Total bids were:

Bidder One: MAVO Systems: \$88,200

All bids were reviewed and no errors were identified.

**Recommendation is to accept MAVO Systems bids for \$88,200**

LHB would like to thank the district for the opportunity to work on the project with your team and have enjoyed getting to know the district. We hope there will be additional opportunities in the future.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'Troy Miller', with a large, stylized flourish extending to the right.

Troy Miller: AIA  
LHB Inc.

CC: Nate Wriedt, LHB Inc.  
David Williams, LHB Inc.  
Becky Strum, LHB Inc.

V. F. MINNESOTA STATE HIGH SCHOOL LEAGUE 2016-2017 MEMBERSHIP

Minnesota Statutes 1993, Section 128C.01 requires individual school boards each year to authorize membership in the Minnesota State High School League. The Resolution for Membership affirms (1) that the Board of Education for District #622 delegates the control, supervision and regulation of League-sponsored athletic and fine art activities to the Minnesota State High School League; (2) that the Board of Education for District #622 adopts the Constitution, Bylaws and Rules and Regulations of the League; and (3) that the administration of District #622 is responsible for supervising the activities that are assigned to official school representatives.

Therefore, the Superintendent of Schools recommends the following resolution:

BE IT RESOLVED that the School Board of Independent School District #622 delegates the control, supervision, and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes; and

FURTHER RESOLVED, that North High School and Tartan High School are authorized by this, the Governing Board of School District #622 to renew its membership in the Minnesota State High School League; and

FURTHER RESOLVED, that this Governing Board of School District #622 hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representative identified by the Governing Board of School District #622.

MOTION:

SECOND:

V. G. EXTENDING IMPLEMENTATION FOR NEW PROCUREMENT STANDARDS IN THE FEDERAL UNIFORM GUIDANCE

We are currently in the process of developing the procurement standards but need to utilize the “grace period” option since we will not have completed the standards prior to June 30, 2016.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED that Independent School District #622 has elected to exercise the optional “grace period” for federal procurements and delay implementation of the procurement standards under Uniform Guidance for all federal grants through June 30, 2017. The District will continue to use existing procurement policies and procedures under the old standards for any federally funded procurement through June 30, 2017.

V. H. DISBURSEMENTS

State statutes require school boards to provide for payment of just claims and also require that a list of electronic fund transfers be submitted to the school board at its next regular meeting. This action will authorize payment of audited and allowable claims, purchase of investments, transfers to the payroll account, and transactions by electronic fund (wire) transfers.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following disbursements and transfers be approved:

General Fund	\$	1,792,326.00
Food Service		386,862.00
Community Service		42,726.00
Building		287,335.00
Debt Redemption		0.00
Trust		119,009.00
Internal Service Fund Health Insurance		26,439.00
OPEB Benefits Trust		11,317.00
		<hr/>
A/P Checks Disbursed (05-01-16 thru 05-31-16)	\$	2,666,014.00
Payroll Disbursed - Net (05-01-16 thru 05-31-16)	\$	9,473,128.00
Wire Transfers (05-01-16 thru 05-31-16)	\$	27,528,180.00
Investments on 06-13-16	\$	40,392,668.00

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

INVESTMENTS

DEPOSITORY	TYPE	RATE	PURCHASED	MATURES	AMOUNT
MSDLAF OTHER FUNDS	MM	0.36%	(BALANCE AT 06-13-16)		\$186,531.00
P M A SECURITIES OPERATING FUNDS	VARIOUS	0.61%	(BALANCE AT 06-13-16)		\$25,354,003.00
P M A SECURITIES OPEB BONDS	VARIOUS	2.53%	(BALANCE AT 06-13-16)		\$13,414,729.00
ASSOCIATED BANK EQUITY INVESTMENTS	EQUITY	1.41%	(BALANCE AT 06-13-16)		\$1,437,405.00
					<u>\$40,392,668.00</u>

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

05-01-16 thru 05-31-16

DATE	FROM	TO		REASON
05/02/16	P M A	HEALTH PARTNERS	\$233,607.00	MEDICAL CLAIM FEES
05/02/16	PREMIER BANK	DELTA DENTAL	\$129,124.00	MONTHLY PAYMENT
05/02/16	PREMIER BANK	HEALTH PARTNERS	\$385,627.00	HEALTH CLAIMS
05/02/16	PREMIER BANK	STATE OF MINN.	\$127,755.00	PAYROLL TAX
05/02/16	PREMIER BANK	STATE OF MINN.	\$23,816.00	UC TAX
05/04/16	P M A	PREMIER BANK	\$1,056,000.00	A/P - P/R*
05/06/16	PREMIER BANK	ANNUITY COMPANIES	\$714,349.00	PAYROLL PAYABLES
05/06/16	PREMIER BANK	I R S	\$21,542.00	PAYROLL TAX
05/06/16	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
05/09/16	PREMIER BANK	CORPORATE HEALTH	\$12,329.00	FLEX PROCESSING
05/09/16	PREMIER BANK	HEALTH PARTNERS	\$183,284.00	HEALTH CLAIMS
05/09/16	PREMIER BANK	STATE OF MINN.	\$3,255.00	PAYROLL TAX
05/10/16	PREMIER BANK	BANKCARD	\$6,853.00	CREDIT CARD FEES
05/11/16	P M A	PREMIER BANK	\$4,580,000.00	A/P - P/R*
05/13/16	PREMIER BANK	CORPORATE HEALTH	\$10,803.00	FLEX PROCESSING
05/16/16	PREMIER BANK	HEALTH PARTNERS	\$288,304.00	HEALTH CLAIMS
05/16/16	PREMIER BANK	I R S	\$805,952.00	PAYROLL TAX
05/16/16	PREMIER BANK	STATE OF MINN.	\$125,677.00	PAYROLL TAX
05/17/16	PREMIER BANK	ANNUITY COMPANIES	\$258,164.00	PAYROLL PAYABLES
05/20/16	PREMIER BANK	CORPORATE HEALTH	\$30,004.00	FLEX PROCESSING
05/23/16	PREMIER BANK	HEALTH PARTNERS	\$160,587.00	HEALTH CLAIMS
05/27/16	P M A	PREMIER BANK	\$14,700,000.00	A/P - P/R* Teacher Pay Off
05/27/16	PREMIER BANK	CORPORATE HEALTH	\$10,656.00	FLEX PROCESSING
05/31/16	PREMIER BANK	ANNUITY COMPANIES	\$531,068.00	PAYROLL PAYABLES
05/31/16	PREMIER BANK	CORPORATE HEALTH	\$12,487.00	FLEX PROCESSING
05/31/16	PREMIER BANK	HEALTH PARTNERS	\$271,594.00	HEALTH CLAIMS
05/31/16	PREMIER BANK	I R S	\$2,842,343.00	PAYROLL TAX
		TOTAL	\$27,528,180.00	

\* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

05-01-16 thru 05-31-16

DATE	FROM	TO		REASON
05/02/16	P M A	HEALTH PARTNERS	\$233,607.00	MEDICAL CLAIM FEES
05/04/16	P M A	MSDLAF		A/P P-CARD
05/04/16	P M A	PREMIER BANK	\$1,056,000.00	A/P - P/R*
05/11/16	P M A	PREMIER BANK	\$4,580,000.00	A/P - P/R*
05/27/16	P M A	PREMIER BANK	\$14,700,000.00	A/P - P/R* Teacher Pay Off
	P M A	PREMIER BANK		A/P - P/R*
	P M A	PREMIER BANK		A/P - P/R*
	P M A	WELLS FARGO		DEBT SERVICE
	P M A	US BANK		DEBT SERVICE
05/06/16	PREMIER BANK	ANNUITY COMPANIES	\$714,349.00	PAYROLL PAYABLES
05/17/16	PREMIER BANK	ANNUITY COMPANIES	\$258,164.00	PAYROLL PAYABLES
05/31/16	PREMIER BANK	ANNUITY COMPANIES	\$531,068.00	PAYROLL PAYABLES
	PREMIER BANK	ANNUITY COMPANIES		PAYROLL PAYABLES
	PREMIER BANK	ANNUITY COMPANIES		PAYROLL PAYABLES
05/10/16	PREMIER BANK	BANKCARD	\$6,853.00	CREDIT CARD FEES
05/09/16	PREMIER BANK	CORPORATE HEALTH	\$12,329.00	FLEX PROCESSING
05/31/16	PREMIER BANK	CORPORATE HEALTH	\$12,487.00	FLEX PROCESSING
05/13/16	PREMIER BANK	CORPORATE HEALTH	\$10,803.00	FLEX PROCESSING
05/27/16	PREMIER BANK	CORPORATE HEALTH	\$10,656.00	FLEX PROCESSING
05/20/16	PREMIER BANK	CORPORATE HEALTH	\$30,004.00	FLEX PROCESSING
	PREMIER BANK	CORPORATE HEALTH		FLEX PROCESSING
05/02/16	PREMIER BANK	DELTA DENTAL	\$129,124.00	MONTHLY PAYMENT
05/02/16	PREMIER BANK	HEALTH PARTNERS	\$385,627.00	HEALTH CLAIMS
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05/16/16	PREMIER BANK	I R S	\$805,952.00	PAYROLL TAX
05/31/16	PREMIER BANK	I R S	\$2,842,343.00	PAYROLL TAX
	PREMIER BANK	I R S		ACA TAX
	PREMIER BANK	JP MORGAN		P-CARD PURCHASES
	PREMIER BANK	MISCELLANEOUS		MISCELLANEOUS
	PREMIER BANK	NSPMOEA		UNION DUES
	PREMIER BANK	NSPMOEA		UNION DUES
05/06/16	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
	PREMIER BANK	PITNEY BOWES		POSTAGE
	PREMIER BANK	PITNEY BOWES		POSTAGE
05/02/16	PREMIER BANK	STATE OF MINN.	\$127,755.00	PAYROLL TAX
05/09/16	PREMIER BANK	STATE OF MINN.	\$3,255.00	PAYROLL TAX
05/16/16	PREMIER BANK	STATE OF MINN.	\$125,677.00	PAYROLL TAX
	PREMIER BANK	STATE OF MINN.		MSRS CONTRIBUTION
05/02/16	PREMIER BANK	STATE OF MINN.	\$23,816.00	UC TAX
		TOTAL	<u>\$27,528,180.00</u>	

\* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

# **District 622 Strategic Plan May 19, 2016**

## **Core Values**

We believe that:

- Strong communities are inclusive and value diversity,
- Trust and transparency are essential to healthy and enduring relationships,
- Continuous learning and service to others are imperative to individual and community progress,
- Individuals learn and thrive through connections in a safe, caring, and supportive environment,
- Every individual has incredible potential and equal intrinsic value,
- High expectations with appropriate supports result in growth, and
- School, family, and community partnerships enhance and support learning.

## **Our Mission**

We commit each day to develop and empower lifelong learners who thrive in diverse communities.

## **Mission Outcomes**

1. By 2021, each learner will use creativity, critical thinking, and intercultural competence to address real world challenges.
2. By 2021, each learner will develop and embrace their identity, strengths, interests, and self-advocacy skills to actively navigate their learning pathway.

## **Strategies**

1. We will engage our internal and external community to help us achieve our mission and mission outcomes.
2. We will develop and enhance community partnerships that support our mission and align with our core values.
3. We will develop and enhance programs and practices that ensure engagement of our diverse learners to achieve our mission outcomes.
4. We will build competitive 622 E-12 pathways that prepare all students for post-secondary.

# 2015-2016 Annual Review of Policies

June 28, 2016

<b>Policy Name &amp; Number</b>	<b>Last Revised &amp; Why</b>
E-021 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)	May 27, 2014: revised to add a provision about parent notification Proposed June 28, 2016: amends the definition of “physical abuse,” adds a definition of “report,” and amends the first of the reporting procedures
E-022 (Mandated Reporting of Maltreatment of Vulnerable Adults)	November 22, 2011: revised to reflect a statutory change to definition of vulnerable adult and add legal references Proposed June 28, 2016: amends the definition of “vulnerable adult,” amends the first of the reporting procedures, and makes minor grammatical corrections
E-031 (Fund Balance)	May 27, 2014: revised to change the minimum unassigned general fund balance percentage
EM-020.6 (Family & Medical Leave Policy)	May 26, 2015: revisions reflect legislative changes with military and biological & adoptive parents Proposed June 28, 2016: adds definition of “spouse”
EM-020.7 (Harassment & Violence Policy & Religious, Racial or Sexual Harassment & Violence Report Form)	May 26, 2015: revisions are consistent with the Bullying Prohibition Policy and the Safe and Supportive Schools Act; small sentence structure revision; additions to legal and cross references Proposed June 28, 2016: adds “gender” to the list of protected categories
EM-020.15 (Student Discipline & Notice of Suspension)	May 26, 2015: Code of Student Conduct revised to expand the physical locations to which the policy applies and student discipline may be imposed; legal reference deletion Proposed June 28, 2016: additions required because of the medical cannabis legislation
EM-020.20 (Student Sex Nondiscrimination – Title IX - & Unlawful Sex Discrimination Towards a Student Report Form)	June 24, 2014: revision to change the name of the Title IX & District Human Rights Officer for student issues from the Director of Special Services to the Director of Student Services Proposed June 28, 2016: removal of Title of designated official as Title IX Coordinator & District Human Rights Officer for student issues; adds name & email of designated office as Title IX Coordinator & District Human Rights Officer for student issues

# 2015-2016 Annual Review of Policies

June 28, 2016

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EM-020.21 (Internet Acceptable Use Policy & Internet Use Agreement)	May 26, 2015: cross reference to the Bullying Prohibition Policy added within this policy & references
EM-020.26 (Crisis Management Policy, Plans & Procedures)	May 26, 2015: Policy revisions reflect small sentence structure; additions on planning & preparing for fire; additions on warning & notification systems; additions on behavioral health crisis intervention; additions on long-term recovery intervention procedures; additions to legal & cross references. Procedures were last updated June 2016.



# School District 622

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43

## **Proposed Operating Levy Increase** **November 8, 2016 Election**

# The District 622 Story

- Who are we?
- What is our financial situation?
- How do we compare?
- What is our levy history?
- What would a levy increase provide?
- How can voters learn more?

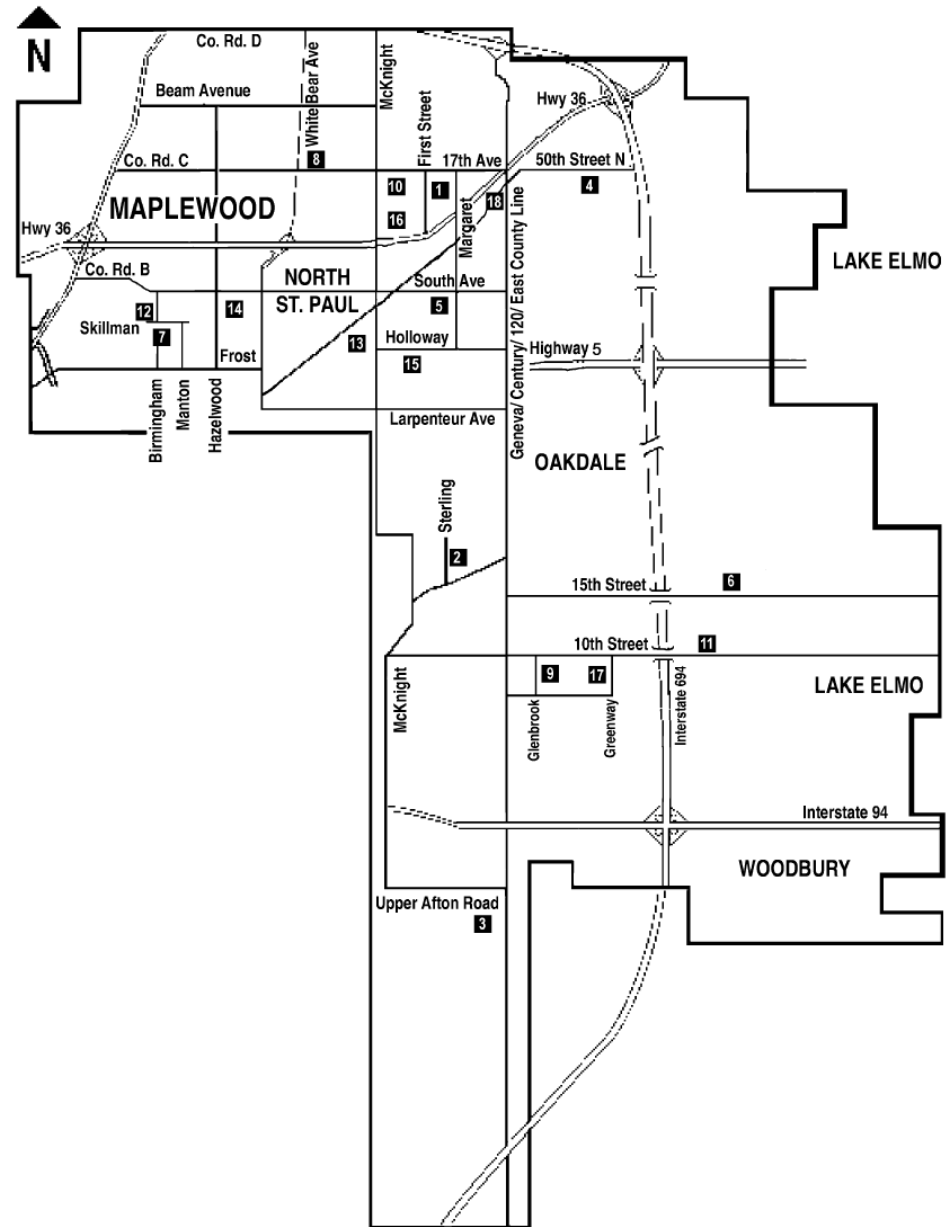
# District 622

42 Square Miles

Ramsey and Washington Counties

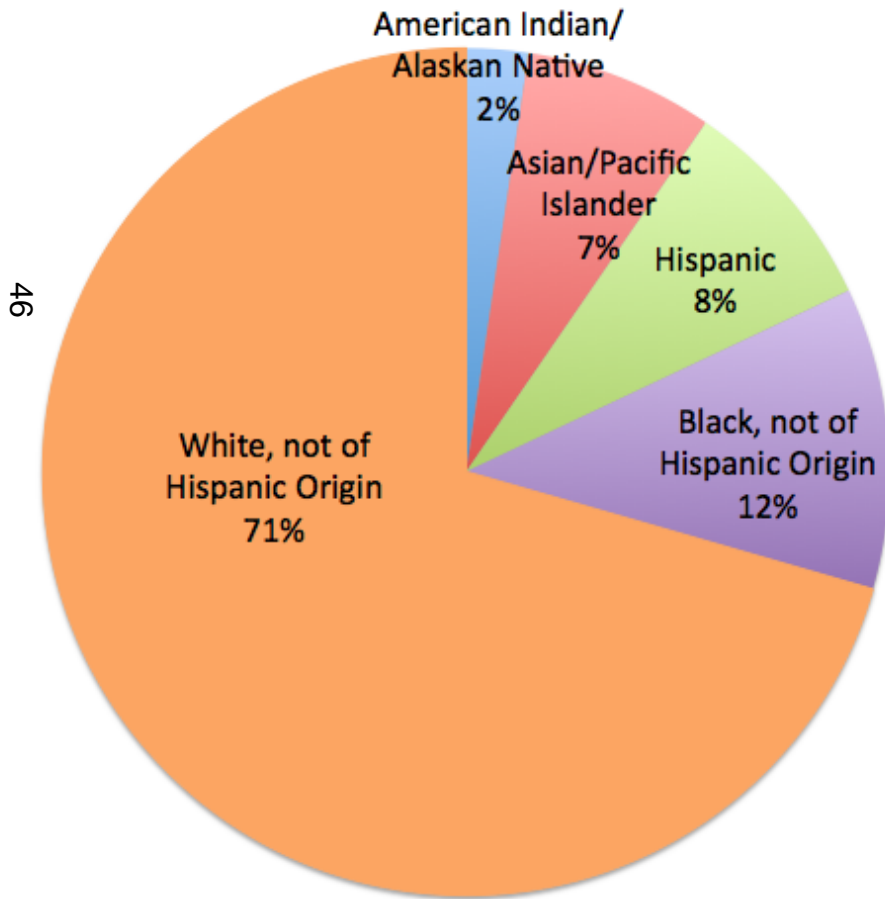
Includes all, or portions of, seven communities, including: North St. Paul, Maplewood, Oakdale, Lake Elmo, Landfall, Pine Springs and Woodbury

- ✓ 10,600 students
- ✓ 1,550 Staff
- ✓ 2 High Schools
- ✓ 3 Middle Schools
- ✓ 9 Elementary Schools
- ✓ Early Childhood Center, Special Education Transition Center and Senior Center

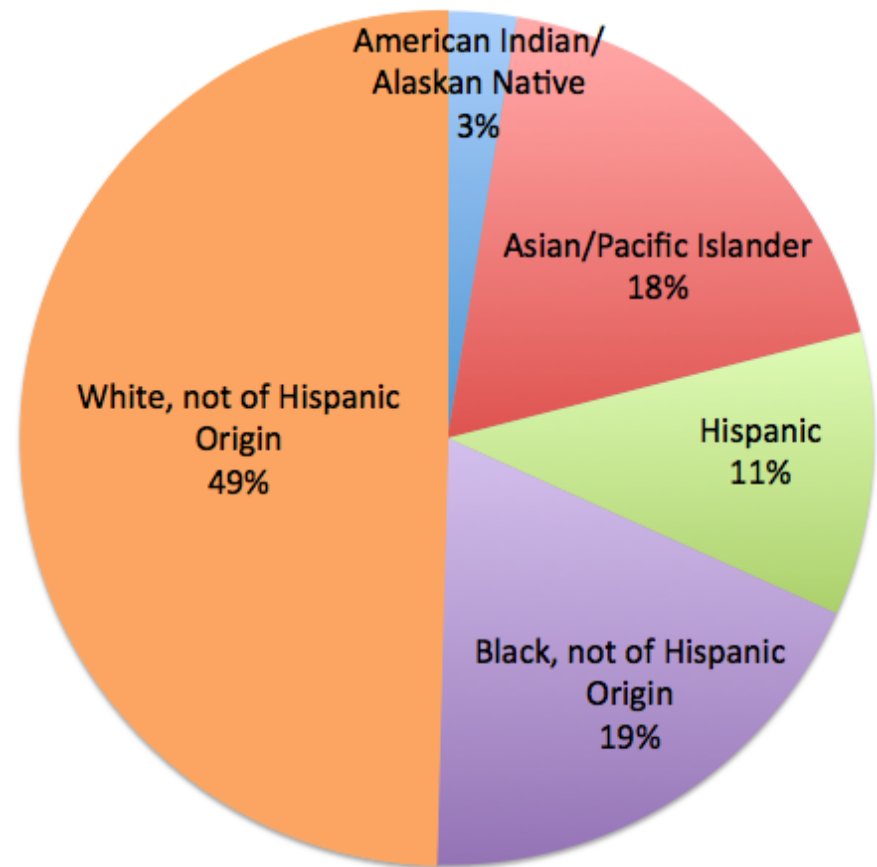


# District 622 Demographics

**Student Groups in Minnesota**

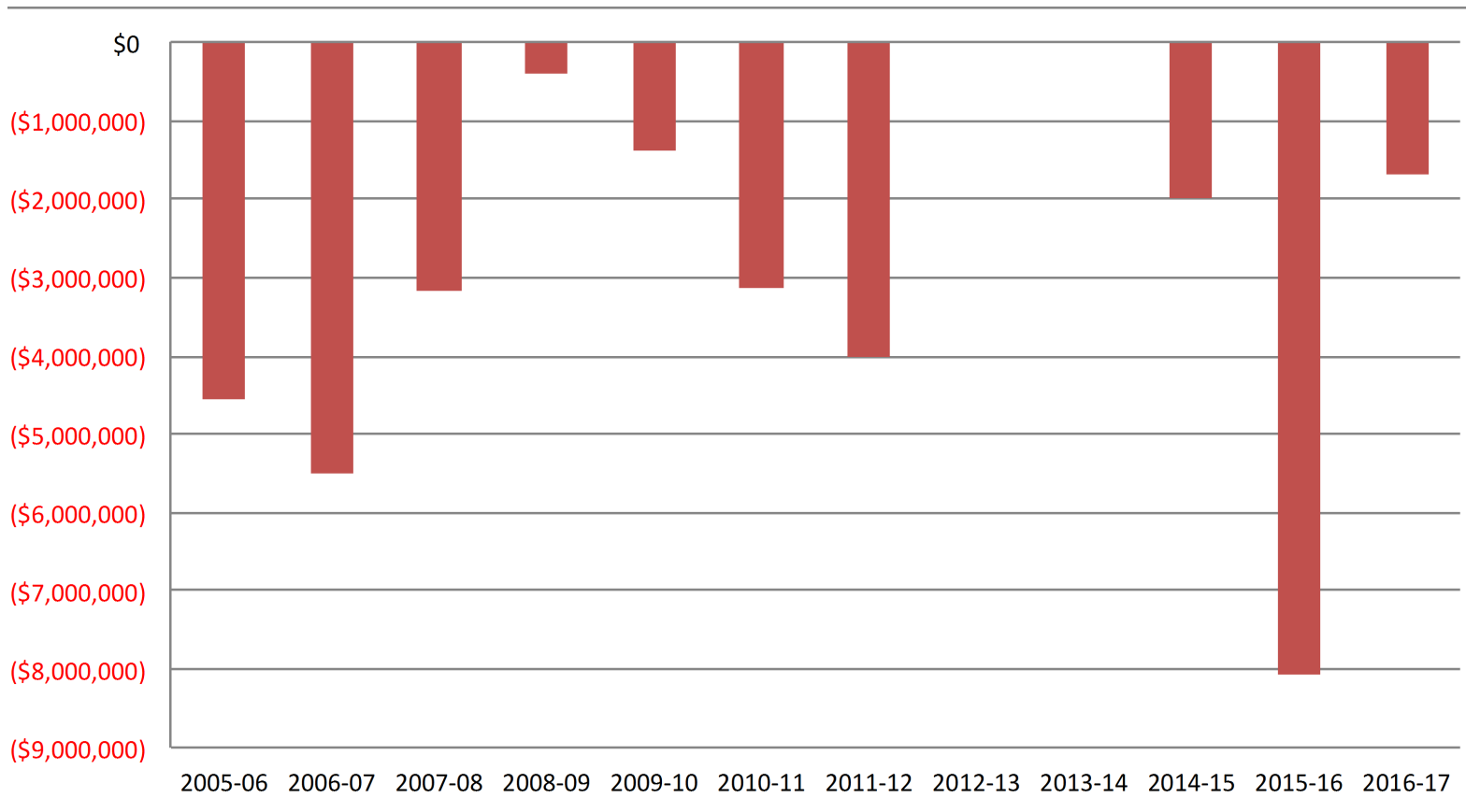


**Student Groups in ISD 622**



# District 622 Budget Cut History

47



**Nearly \$34 million in cuts since 2005-06; almost \$10 million in 2015-16 and 2016-17 alone.  
\$3.5 million in cuts projected annually starting 2017-18.**

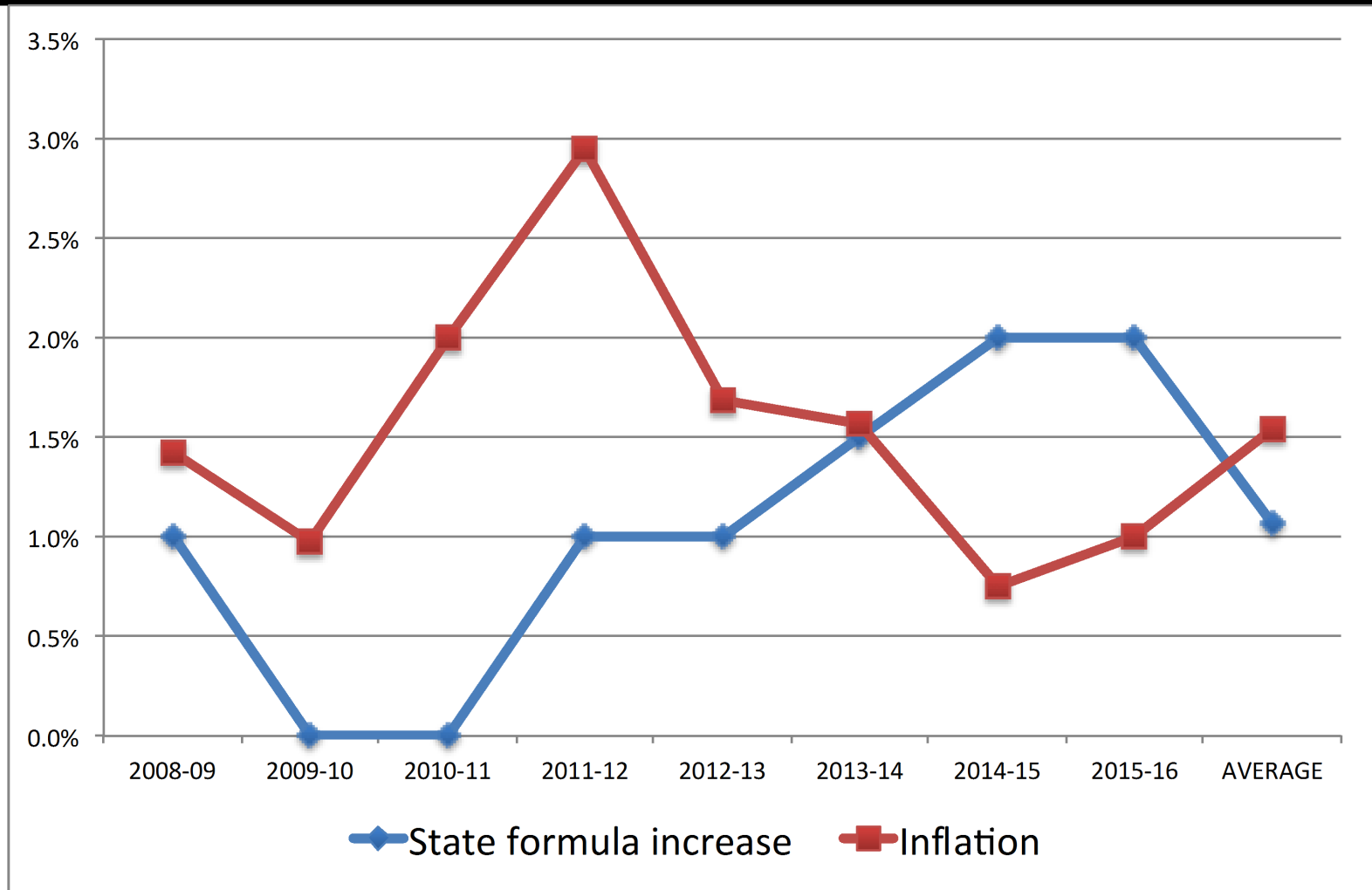
# What's Been Lost to Budget Cuts?

In the past two years alone:

- eliminated more than 85 teaching positions
- reduced programs that support special education and struggling students
- cut technology staff and reduced technology spending
- eliminated positions in human resources, business office, transportation, custodians, high school administration, clerical
- reduced curriculum and technology budgets \$650,000, leaving many classes with materials that are nearly a decade old

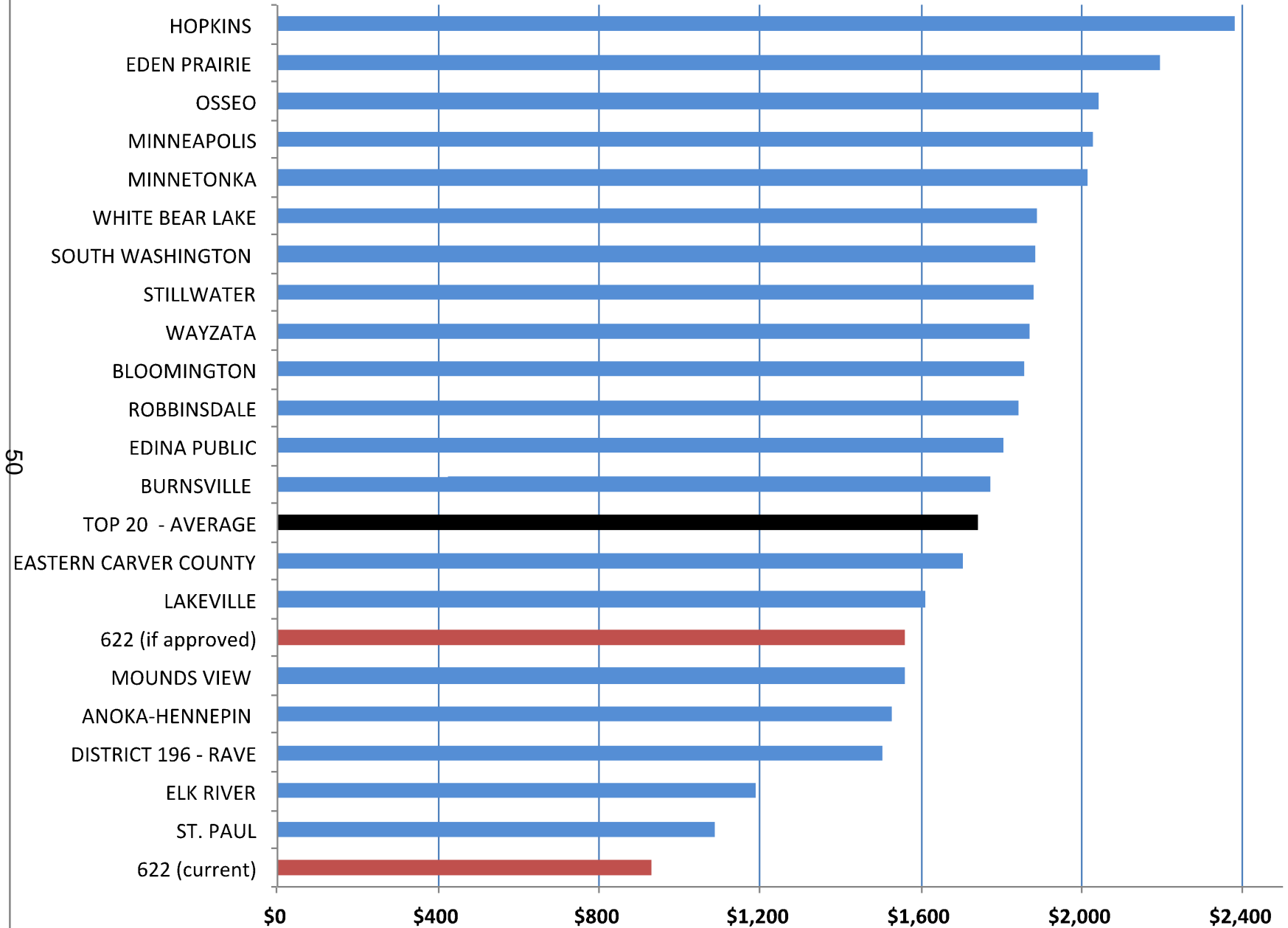
# State Funding Gap

49



**State funding has not kept pace with inflation, nor with increasing educational needs.**

# Largest Metro Area Schools Districts - Operating Levy Per Pupil



Source: MDE, includes \$424 in Local Option Revenue, 2016-17

# Financial Accountability

- Worked together with employee groups to hold salary schedule increases at 0% for contract year 2015-17
- Received MDE 2016 School Finance Award for timely submission of financial data and accuracy in financial reporting
- Independent audit showed business operations are “well managed and consistent with national accounting standards”
- Will save taxpayers approximately \$4.5 million in interest due to an upcoming bond refinancing by the school district
- Implemented a self-insured health plan resulting in 1.1% premium reduction compared to national average 9.4% increase
- Negotiated:
  - 4.7% cost decrease in life insurance premiums
  - 20% cost decrease in long-term disability insurance premiums
  - \$150,000 in savings through vendor contracts

# District 622 Levy History

- Nov 2002: Last levy increase (14 years ago)
- Nov 2011: Levy renewed by voters, no increase
- Nov 2015: Two levy questions, both failed

52

## We listened!

- After the 2015 levy defeat we:
  - surveyed the community (*what matters to you?*)
  - simplified our request (*one question not two*)
  - reduced the levy amount (*cut levy increase by one-third*)

# Operating Levy Increase Proposal

Increase levy by \$630 per student per year

- 10 year levy
- Includes annual inflation rate increase
- Would generate \$6.5 million per year, which is about 5% of the current operating budget
- Total District 622 operating levy would still be lower than average of top 20 metro area districts
- Tax impact on the average homeowner (\$190,000 value home) would be about \$15.60 per month

# Why Increase Operating Levy?

## Current Needs

Provide Support for Struggling Learners

Increase School Safety Measures

Expand Accelerated Learning Opportunities

<b>Needs</b>	<b>What levy would support</b>
<b>Struggling Learners</b>	Direct instruction, interventions and small group support in math, reading and behavior for struggling learners
<b>Student and School Safety</b>	Additional mental health and behavior staff, anti-bullying training, safety and emergency upgrades, security cameras and more integrated system with local authorities
<b>Accelerated Learning</b>	Additional opportunities for advanced learners at all grade levels: skip grades in math, gain more college credit, increase program access and stay competitive with neighboring school districts

# District 622 Budget Challenge Summary

State funding has not kept up with inflation and student needs

No operating levy increase since 2002

Since 2005, we have cut nearly \$34 Million

Almost \$10 Million cut in 2015-16 and 2016-17 alone

Increasing the levy would provide funding to:  
support **struggling learners**, improve **student and school safety** and expand **accelerated learning** opportunities

# Questions?

[www.isd622.org/levy2016](http://www.isd622.org/levy2016)

651-748-7629

[levy@isd622.org](mailto:levy@isd622.org)

**Extra Slides if Needed**

# Tax Impact - \$630 Per Pupil Increase

Taxable Market Value	Estimated Annual Tax Impact	Estimated Monthly Tax Impact
\$100,000	\$98.00	\$8.17
\$150,000	\$147.00	\$12.25
<b>\$190,000</b> (average homeowner)	<b>\$187.00</b>	<b>\$15.58</b>
\$250,000	\$245.00	\$20.42
\$350,000	\$344.00	\$28.67
\$450,000	\$442.00	\$36.83



# School District 622

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## **Golden Prom**

June 28, 2016

Terri Johnson

Director of Community Education

# Golden Prom

61





# School District 622

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62

# Comments/Questions?



School District 622

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**School District 622**

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*Ready for tomorrow*

# **ISD 622**

# **Proposed Budget 2016-17**

**Randy Anderson**  
**Director of Business Services**

**June 28, 2016**



- ❖ General Fund
- ❖ Food Service Fund
- ❖ Community Education Fund
- ❖ Building Construction Fund
- ❖ Debt Service Fund
- ❖ Trust & Agency Funds
- ❖ Self-Insured Health Fund
- ❖ OPEB Funds



## General Fund

Total Sources	\$136,190,368
Total Uses	\$136,423,779
Net Change in Funds	\$ (233,411)
Ending Fund Balance	\$ 7,241,734



## Long-Term Facilities Maintenance

Total Sources	\$6,707,700
Total Uses	\$5,644,080
Net Change in Funds	\$1,063,620
Ending Fund Balance	\$1,063,620

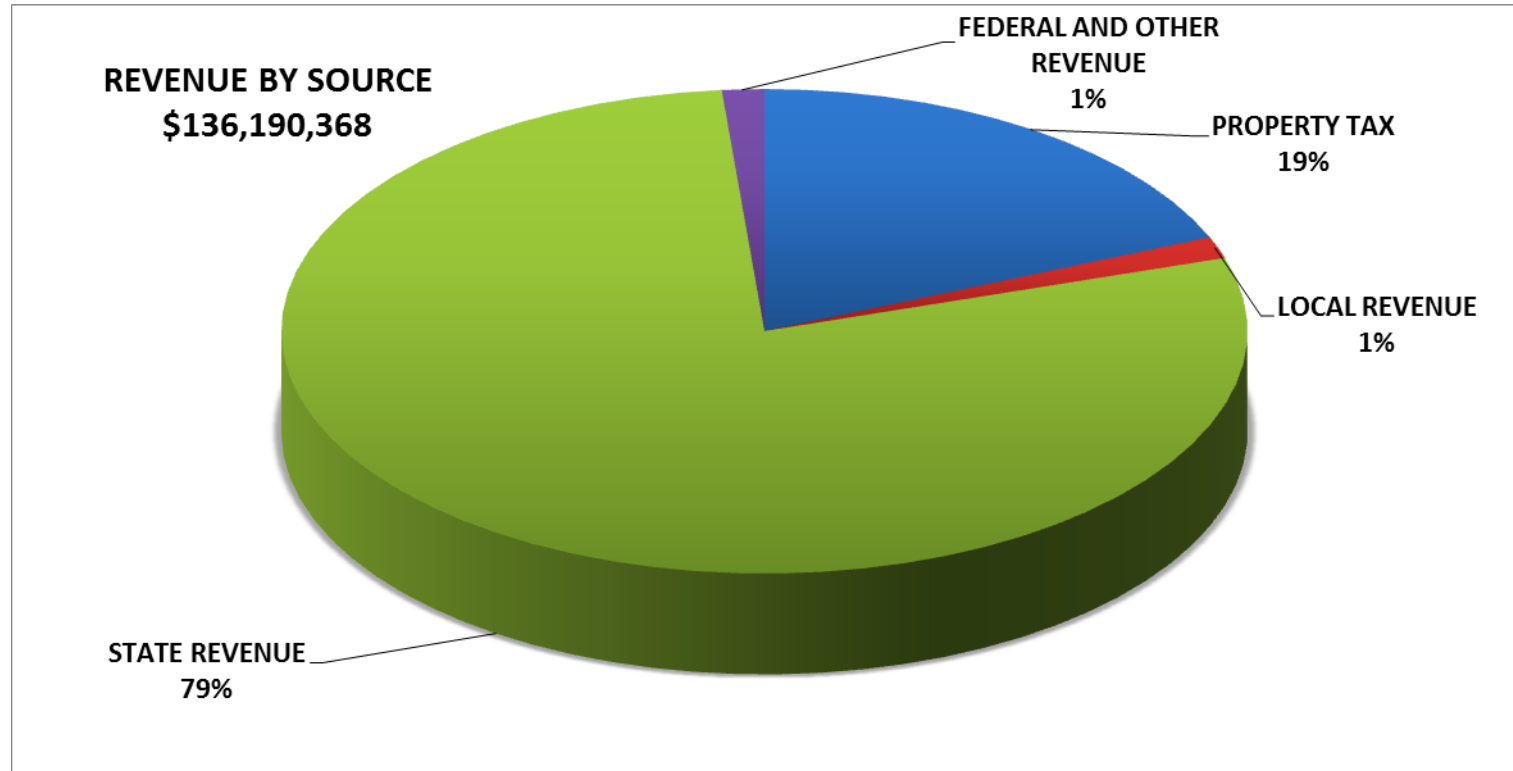


## General Fund Revenues

Property Taxes	\$25,420,906
State Revenue	\$106,871,712
Federal and Other Revenue	\$1,973,250
Local Revenue	\$1,924,500
<b>TOTAL REVENUE</b>	<b>\$136,190,368</b>



## 2016-2017 General Fund Revenue



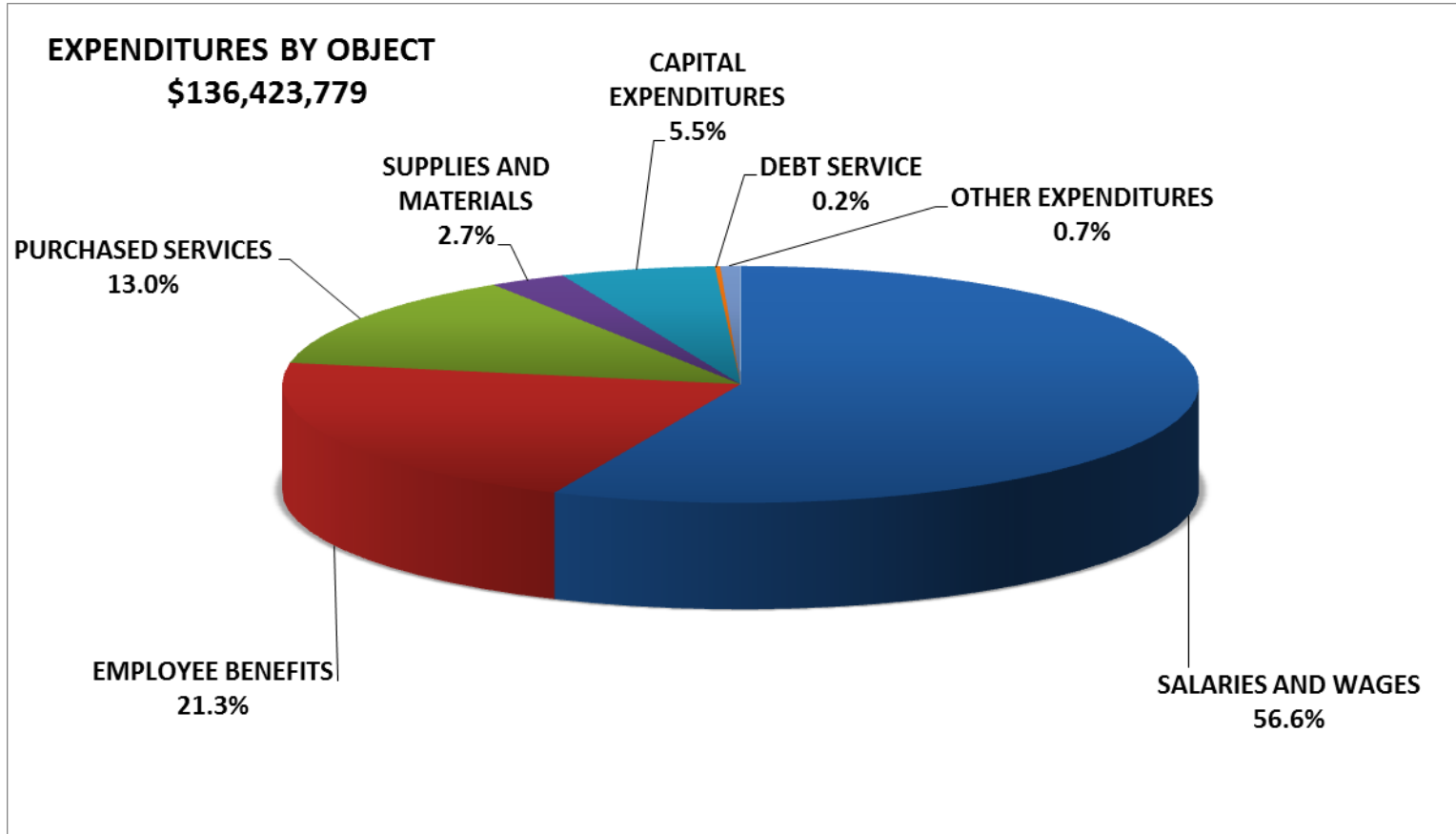


## General Fund Expenditures

Salaries & Wages	\$77,278,598
Employee Benefits	\$28,995,986
Purchased Services	\$17,759,719
Supplies & Materials	\$3,697,427
Capital Expenditures	\$7,462,677
Debt Service Expenditures	\$260,000
Other Expenditures	\$969,372
<b>TOTAL EXPENSES</b>	<b>\$136,423,779</b>



## 2016-2017 General Fund Expenditures



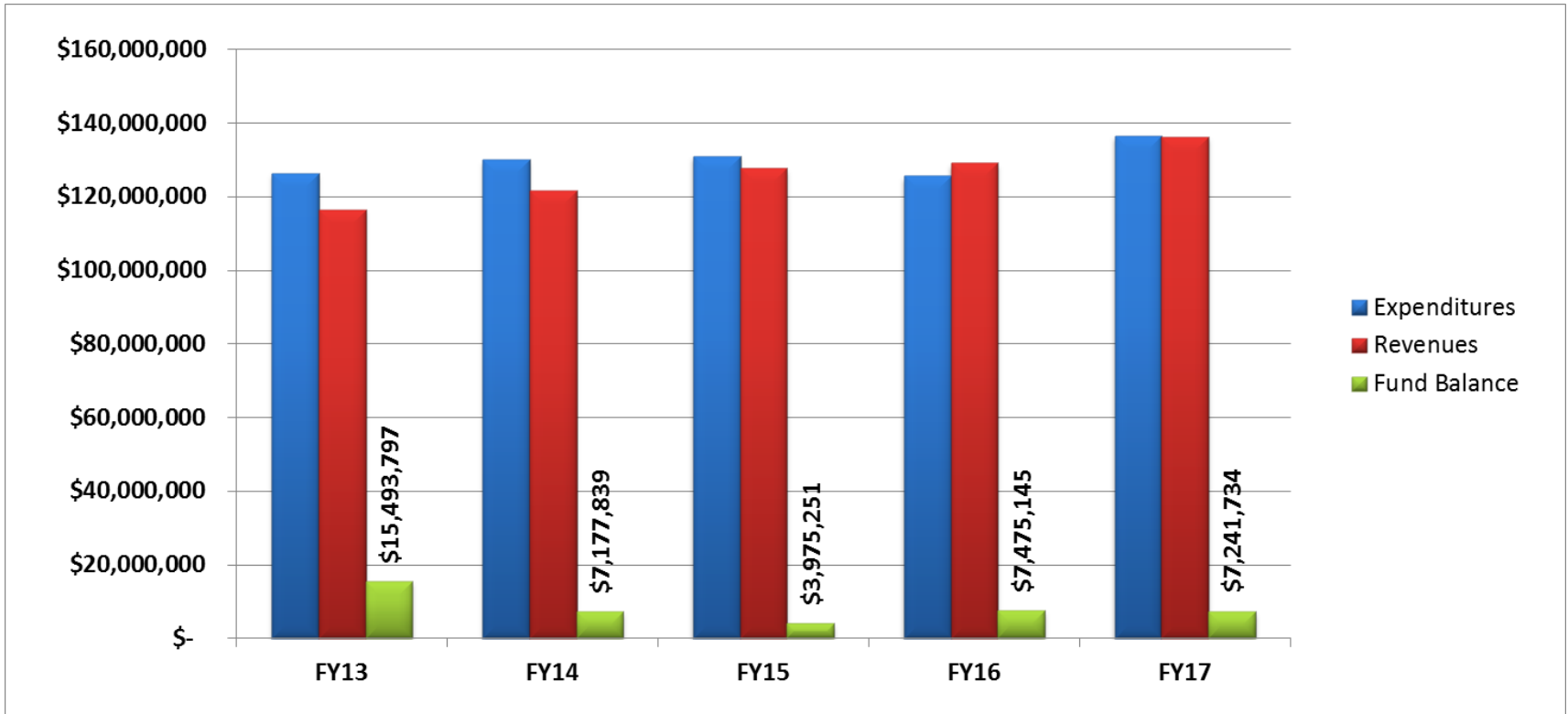


## Fund Balance

Capital	<b>\$(375,764)</b>
Safe Schools	\$251,542
Health & Safety	\$411,917
Assigned	\$123,613
Long-Term Facilities	\$1,063,620
Unassigned	<u>\$5,766,806</u>
Ending Fund Balance	<b>\$7,241,734</b>



## Revenues, Expenditures, Fund Balance



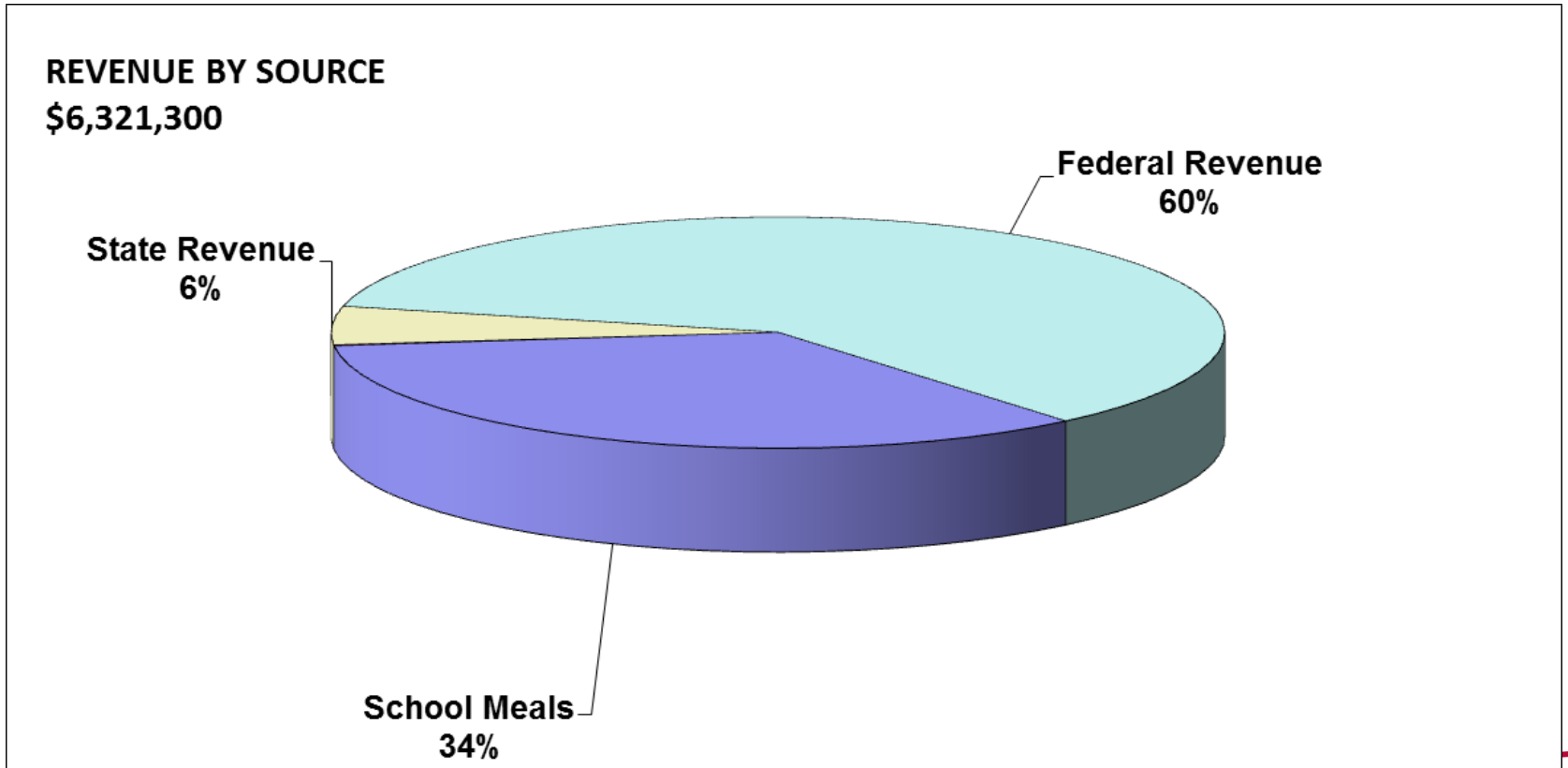


## Food Service

Total Sources	\$6,321,300
Total Uses	\$6,317,167
Net Change in Funds	\$4,133
Ending Fund Balance	\$1,120,871

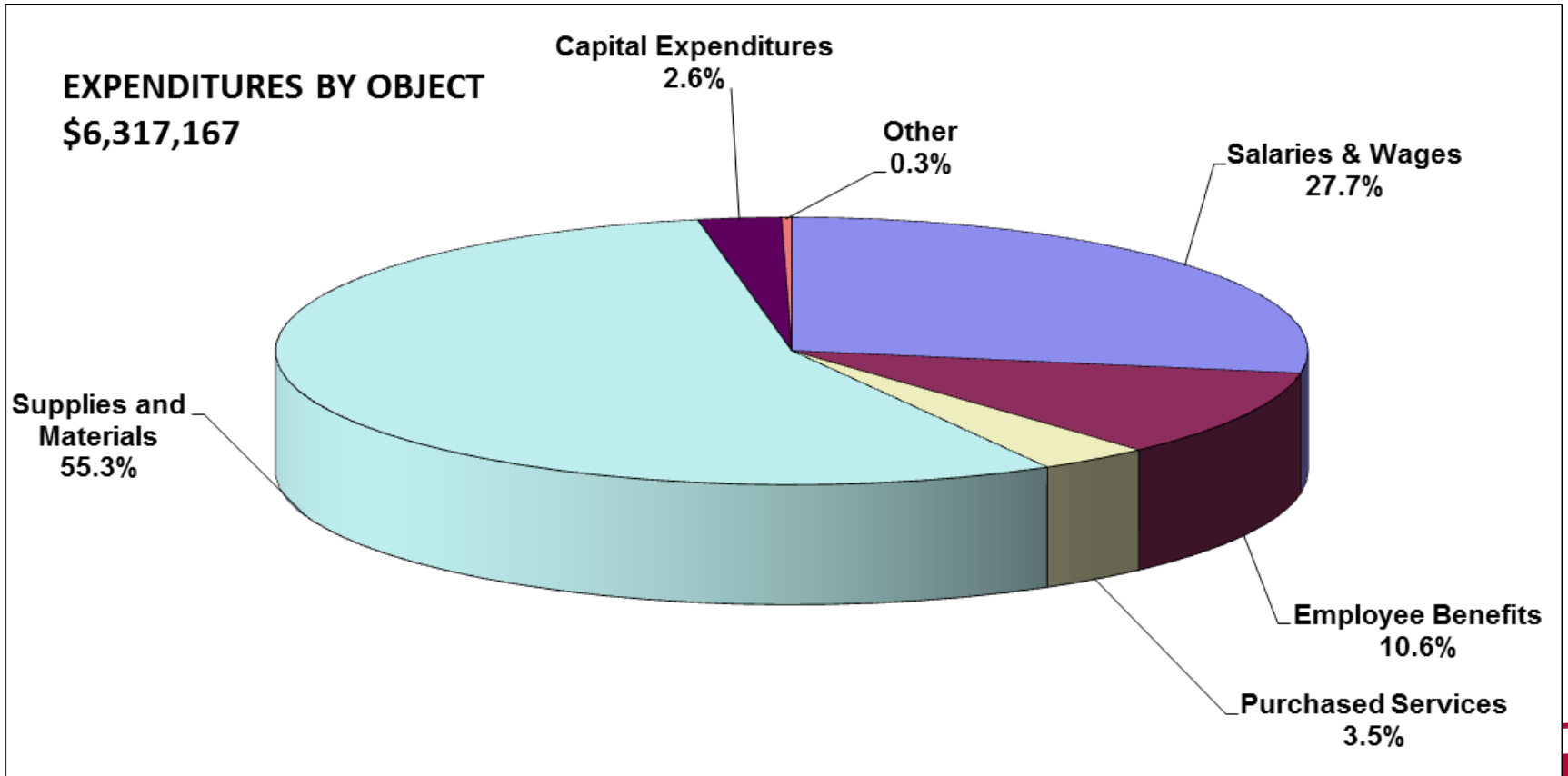


## 2016-17 Food Service Revenue





## 2016-17 Food Service Expenditures





## Community Education

Total Sources	\$9,176,700
Total Uses	\$8,653,249
Net Change in Funds	\$523,451
Ending Fund Balance	\$1,577,715

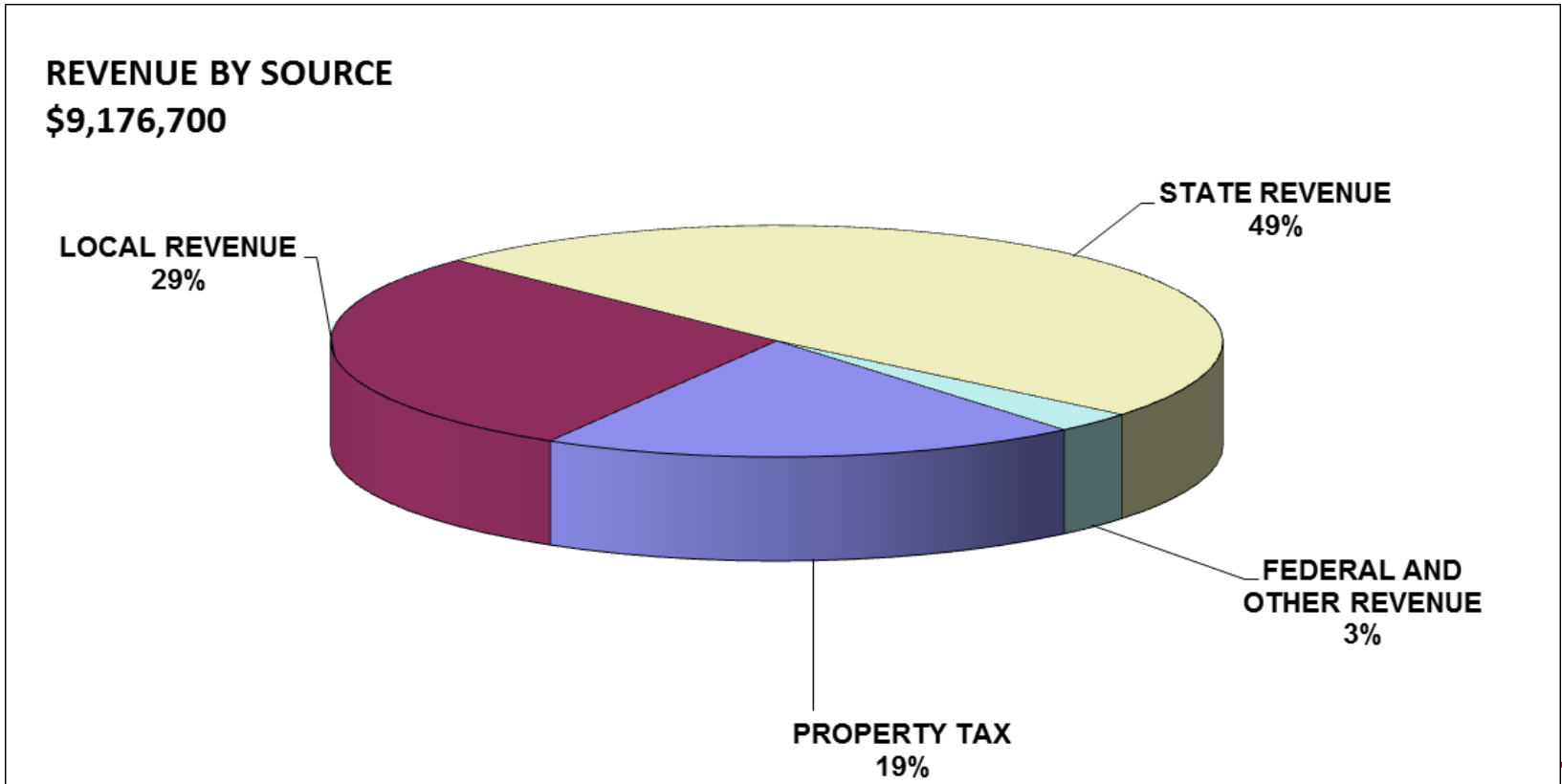


## Fund Balance

Assigned	\$2,532
Community Education	\$523,271
Designated for Levy Adjustment	\$257,475
ECFE	\$436,938
School Readiness	\$93,855
Adult Basic Education	<u>\$263,644</u>
Ending Fund Balance	\$1,577,715

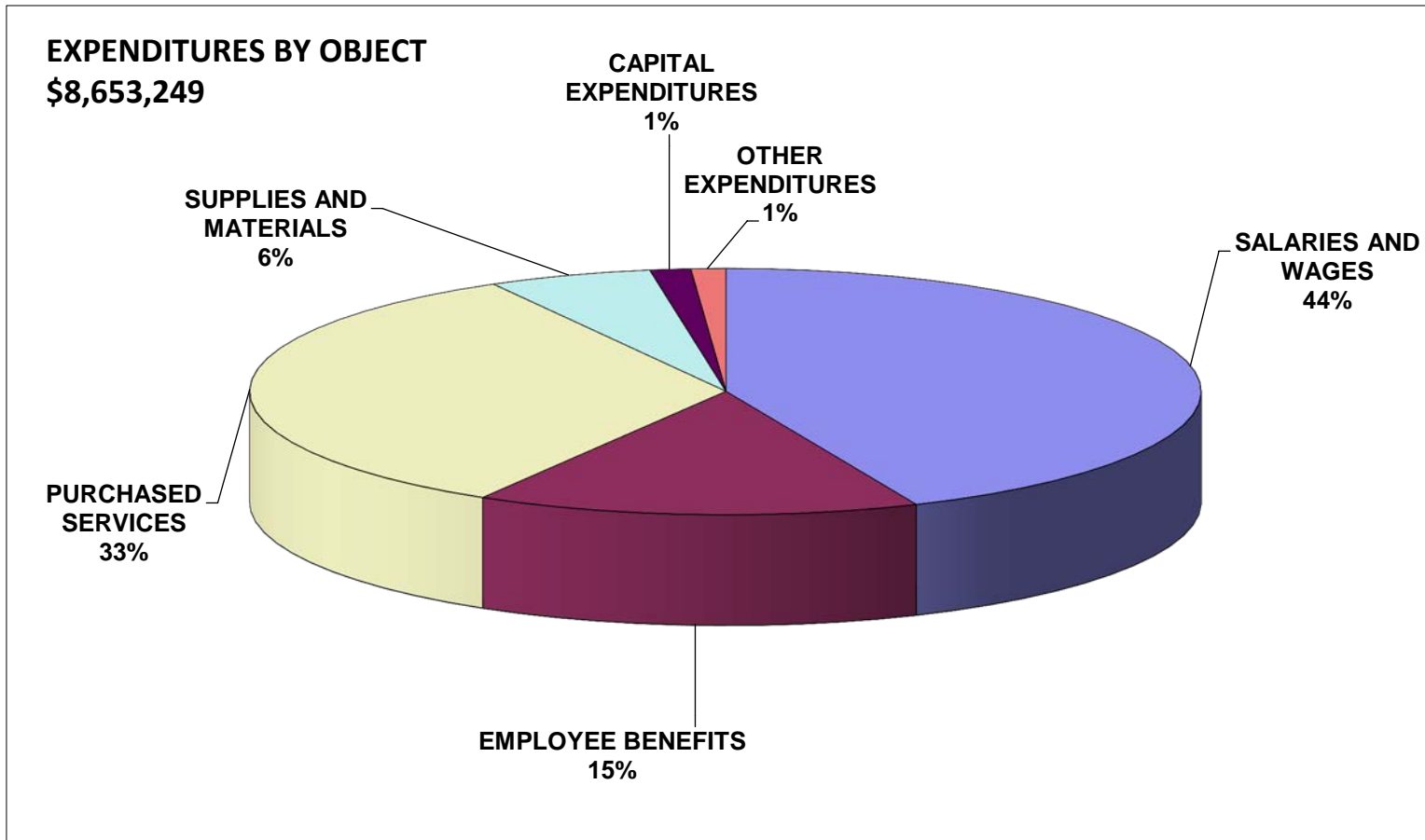


## 2016-17 Community Education Revenue





## 2016-17 Community Education Expenditures





## Building Construction

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Total Sources	\$1,650,204
Total Uses	\$1,650,204
Net Change in Funds	\$0
Ending Fund Balance	\$0



## Debt Service

Total Sources	\$12,095,017
Total Uses	\$11,971,317
Net Change in Funds	\$123,700
Ending Fund Balance	\$2,836,320



## Trust & Agency

Total Sources	\$1,500,000
Total Uses	\$1,500,000
Net Change in Funds	\$0
Ending Fund Balance	\$1,160,764



## Self-Insured Health Fund

Total Sources	\$15,915,000
Total Uses	\$14,195,000
Net Change in Funds	\$1,720,000
Ending Fund Balance	\$6,019,207



## OPEB Trust Fund

Total Sources	\$1,025,000
Total Uses	\$2,875,000
Net Change in Funds	<b>\$(1,850,000)</b>
Ending Fund Balance	\$12,455,748



## OPEB Debt Service

Total Sources	\$2,724,887
Total Uses	\$2,676,783
Net Change in Funds	\$48,104
Ending Fund Balance	\$648,606



School District 622

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# 2016-2017 Fund Summary

FUND	REVENUE	EXPENDITURES
General 01	\$136,190,368	\$136,423,779
Food Service 02	\$6,321,300	\$6,317,167
Community Education 04	\$9,176,700	\$8,653,249
Building Construction 06	\$1,650,204	\$1,650,204
Debt Service 07	\$12,095,017	\$11,971,317
Trust & Agency 09	\$1,500,000	\$1,500,000
Self-Insured Health Fund 20	\$15,915,000	\$14,195,000
OPEB Trust 45	\$1,025,000	\$2,875,000
OPEB Debt Service 47	\$2,724,887	\$2,676,783
<b>TOTAL ALL FUNDS</b>	<b><u>\$186,598,476</u></b>	<b><u>\$186,262,499</u></b>



School District 622

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# Questions and Comments

## MSBA Model Policy Revisions for the 2015 Legislative Session

Policy Number	Policy Title	Summary of Changes (Policies with changes that affect the substance)
G-035	Public Participation in School Board Meetings/Complaints/Data Privacy Considerations	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Revisions &amp; additions to Definitions on public personnel data for current &amp; former employees as well as data about applicants for appointments to a public body</li> <li>• Legal reference additions</li> </ul>
G-050	Policy Stewardship	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Addition to Implementation of Policy to state that the superintendent is not responsible for implementing the policies that apply to school board operations</li> </ul>
E-007	Advertising	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Amendment to the restrictions on advertising device placement to reflect statutory language</li> </ul>
E-014	Graduation Requirements	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Grade &amp; school year of applicable students revisions</li> <li>• Language change from “Test Administrator” to “District Assessment Coordinator”</li> <li>• Addition to recording on student’s transcript regarding progress toward career &amp; college readiness</li> <li>• Deletion of Graduation Assessment Requirements(D) – GRAD</li> <li>• Graduation credit requirement additions and revisions in math, English language arts, &amp; science</li> <li>• Addition to Graduation Standards Requirement regarding world language standards</li> <li>• Legal reference deletion</li> </ul>
E-021	Mandated Reporting of Child Neglect or Physical or Sexual Abuse	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Addition to Definitions – “report”</li> <li>• Revisions to the definition of “physical abuse” and the actions related to it</li> <li>• Revisions to the reporting procedure to include tribal social services or</li> </ul>

## MSBA Model Policy Revisions for the 2015 Legislative Session

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		tribal police department & the inclusive of the reporter's name & address
E-022	Mandated Reporting of Maltreatment of Vulnerable Adults	<ul style="list-style-type: none"> <li>• Addition &amp; deletion of legal reference</li> <li>• MSBA</li> <li>• Minor language change</li> <li>• Revision to the definition "vulnerable adult" &amp; services rendered</li> <li>• Revision to the Reporting Procedures &amp; the entity who receives the maltreatment report</li> </ul>
E-026	Transportation of Public School Students	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Revisions regarding transportation for special education students/students with a disability/students with temporary disabilities</li> </ul>
E-047	Drug and Alcohol Testing	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Reflects legislative change regarding medical cannabis</li> <li>• Legal reference additions</li> <li>• <a href="#">Karen Kepple confirmed medical cannabis use prohibited on school grounds/buildings/buses by anyone, including students, employees, visitors, etc. per Minn. Stat. §152.23</a></li> </ul>
E-058	Waste Reduction & Recycling	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Several minor changes made to reflect legislation including areas of sole source food waste streams and copy paper</li> </ul>
E-072	Enrollment of Nonresident Students	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Revisions to the termination of enrollment section based on change to compulsory instruction age</li> </ul>
E-089	Assessment of Student Achievement	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Definition addition for "experiential learning" and "English" to language arts as a content area required standard</li> <li>• Statewide Academic Standards Testing revisions for reading and math</li> <li>• Career exploration assessment revisions</li> </ul>

## MSBA Model Policy Revisions for the 2015 Legislative Session

E-090	Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans, and LEP Students	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Gives the new location of the current Minnesota Assessments procedures</li> </ul>
E-091	Credit for Learning	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Addition of “other learning environments” to General Statement of Policy</li> </ul>
E-093 Addition	School District Testing Plan and Procedure	<ul style="list-style-type: none"> <li>• This policy was rescinded on November 26, 2013 because the 2013 legislation no longer required compliance with its provisions. MSBA stated at the time, “With the repeal of the graduation-required assessment for diploma (GRAD), school districts no longer are required to comply with any of the provisions of this policy.” After the 2015 legislative session, MSBA is recommending that school districts adopt this new version of the policy.</li> </ul>
EM-020.1	Equal Educational Opportunity	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Minor language change - addition of the word “gender” to the list of protected categories</li> <li>• Sentence structure change</li> <li>• <a href="#">Correction from 5-10-16 study session to unstrike the word “district” in the General Statement of Policy</a></li> </ul>
EM-020.2	Equal Employment Opportunity	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Minor language change – addition of the word “gender” to the list of protected categories</li> <li>• Sentence structure change</li> </ul>
EM-020.3	Disability Nondiscrimination Policy	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Adds name, office address, telephone number &amp; email address of the Director of Human Resources as a contact regarding ADA/504</li> <li>• Legal reference addition</li> </ul>
EM-020.6	Family & Medical Leave Policy	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Addition to Definitions on the meaning of “spouse”</li> </ul>
EM-020.7	Harassment & Violence Policy & Religious, Racial or Sexual Harassment	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Minor language change – addition of the word “gender” to the list of protected categories included</li> </ul>

## MSBA Model Policy Revisions for the 2015 Legislative Session

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		<p>throughout the policy in Rationale, General Statement of Policy, Definitions, &amp; Reporting Procedures</p> <ul style="list-style-type: none"> <li>• Legal reference addition</li> </ul>
EM-020.8	Chemical Use & Abuse	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Reflects legislative change regarding medical cannabis</li> <li>• Legal reference additions</li> </ul>
EM-020.9	Drug Free Workplace/Drug Free School & Acknowledgement of Drug Free Workplace/Drug Free School	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Reflects legislative change regarding medical cannabis</li> <li>• Legal reference additions</li> </ul>
EM-020.12	Students & Employees With Sexually Transmitted Infections & Diseases & Certain Other Communicable Diseases & Infectious Conditions	<ul style="list-style-type: none"> <li>• MSBA</li> <li>• Minor language changes</li> <li>• Addition to policy to include a statement in Procedures that the district shall provide Hepatitis B vaccination series at no cost to employees with occupational exposure. This is already included &amp; is in practice in 622.</li> <li>• Legal reference addition</li> </ul>
EM-020.15	Student Discipline & Notice of Suspension	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Reflects legislative change regarding medical cannabis</li> <li>• Legal reference additions</li> </ul>
EM-020.17	Protection & Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Legal reference addition</li> <li>• Deletion of “gender” from the definition of “Directory Information” based on Karen Kepple’s recommendation to comply with recent clarifications to Title IX which states that providing a student’s gender as part of directory information falls outside of compliance with the Family Educational Rights and Privacy Act (FERPA).</li> </ul>
EM-020.18	Student Medication and Procedures	<ul style="list-style-type: none"> <li>• Contains 622 language</li> <li>• Reflects legislative change regarding medical cannabis</li> <li>• Legal reference additions</li> <li>• Karen Kepple confirmed medical cannabis use prohibited on school grounds/buildings/buses by anyone, including students, employees,</li> </ul>

## MSBA Model Policy Revisions for the 2015 Legislative Session

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		<a href="#">visitors, etc. per Minn. Stat. §152.23</a>
EM-020.23	Use of Peace Officers & Crises Teams to Remove Students with IEPs from School Grounds	<ul style="list-style-type: none"> <li>MSBA</li> <li>Definition of “emergency” changed</li> <li>Reporting on use of restrictive procedures now required due to legislative change</li> <li>Legal reference revision</li> </ul>
EM-020.28	School District System Accountability	<ul style="list-style-type: none"> <li>Contains 622 language</li> <li>Profile of Learning definitions deleted</li> <li>Providing translation services addition</li> <li>Expansion or review process to include cultural competence</li> <li>Education Planning &amp; Assessment System deletion</li> <li>Legal reference deletion</li> </ul>

### Summary of Changes (Non-substantive changes: Policies with changes that do not affect the substance of the policy)

E-018	Immunization Requirements	<ul style="list-style-type: none"> <li>Contains 622 language</li> <li>Legal reference revision</li> </ul>
E-027	Transportation of Nonpublic School Students	<ul style="list-style-type: none"> <li>MSBA</li> <li>Minor statute revisions in policy</li> <li>Legal reference addition</li> </ul>
E-074	Extended School Year For Certain Students With Individualized Education Programs	<ul style="list-style-type: none"> <li>MSBA</li> <li>Legal reference addition</li> </ul>
EM-020.4	Public & Private Personnel Data & Form: Employee Authorization for Release of Information	<ul style="list-style-type: none"> <li>Contains 622 language</li> <li>Legal reference addition</li> </ul>
EM-020.16	Bullying Prohibition Policy	<ul style="list-style-type: none"> <li>MSBA</li> <li>Legal reference addition</li> </ul>
EM-020.20	Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form	<ul style="list-style-type: none"> <li>MSBA</li> <li>Minor language change</li> <li>Removal of Title of designated official as Title IX Coordinator &amp; District Human Rights Officer for student issues</li> <li>Adds name &amp; email of designated official as Title IX Coordinator &amp; District Human Rights Officer for student issues</li> </ul>

## MSBA Model Policy Revisions for the 2015 Legislative Session

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**EM-020.34**

**Workload Limits for Certain Special  
Education Teachers**

- **MSBA**
- **Minor language change –  
“Employers” to “Employment”**

VI. A. 1. REVISE POLICIES

A major function of the School Board is reviewing, revising, and adopting District #622 policies. These thirty-three policies have been proposed for revision to incorporate MSBA recommended changes from the 2015 Legislative Session.

Therefore, the Superintendent of Schools recommends the following resolution:

BE IT RESOLVED that the School Board of Independent School District #622 hereby revises the following policies:

- G-035 (Public Participation in School Board Meetings/Complaints/Data Privacy Considerations)
- G-050 (Policy Stewardship)
- E-007 (Advertising)
- E-014 (Graduation Requirements)
- E-018 (Immunization Requirements)
- E-021 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- E-022 (Mandated Reporting of Maltreatment of Vulnerable Adults)
- E-026 (Transportation of Public School Students)
- E-027 (Transportation of Nonpublic School Students)
- E-047 (Drug and Alcohol Testing)
- E-058 (Waste Reduction & Recycling)
- E-072 (Enrollment of Nonresident Students)
- E-074 (Extended School Year for Certain Students with Individualized Education Programs)
- E-089 (Assessment of Student Achievement)
- E-090 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
- E-091 (Credit for Learning)
- EM-020.1 (Equal Educational Opportunity)
- EM-020.2 (Equal Employment Opportunity)
- EM-020.3 (Disability Nondiscrimination)
- EM-020.4 (Public & Private Personnel Data & Form)
- EM-020.6 (Family & Medical Leave)
- EM-020.7 (Harassment & Violence Policy & Religious, Racial or Sexual Harassment & Violence Report Form)
- EM-020.8 (Chemical Use & Abuse)
- EM-020.9 (Drug Free Workplace/Drug Free School)
- EM-020.12 (Students & Employees with Sexually Transmitting Infections & Diseases & Certain Other Communicable Diseases & Infectious Conditions)
- EM-020.15 (Student Discipline & Notice of Suspension)
- EM-020.16 (Bullying Prohibition)
- EM-020.17 (Protection & Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information)
- EM-020.18 (Student Medication & Procedures)
- EM-020.20 (Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form)
- EM-020.23 (Use of Peace Officers & Crises Teams to Remove Students with IEPs from School Grounds)

EM-020.28 (School District System Accountability)  
EM-020.34 (Workload Limits for Certain Special Education Teachers)

## Governance

Policy Title	Policy Level	Date Approved/Revised
Public Participation in School Board Meetings/Complaints/Data Privacy Considerations	G-035	12/14/10 Revised: 11/22/11 Revised: 9/25/12 Revised: 5/26/15 Revised:

### 1) General Statement of Policy

- a) The policy of the school board is to encourage participation by citizens of subjects on the meeting agenda at school board meetings. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- b) The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

### 2) Definitions

- a) "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- b) Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the **complete** terms of any agreement settling any dispute arising out of the employment relationship, including a **superintendent** buyout agreement **as defined in Minn. Stat. § 123B.143, Subd. 2**, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- c) Personnel data on current and former applicants for employment that is “public” includes:  
 Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, “finalist” means an individual who is selected to be interviewed by the appointing authority prior to selection.
- d) “Educational data” means data maintained by the school district which relates to a student.
- e) “Student” means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- f) Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant’s application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; ~~and~~ any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; **and veteran status**. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; ~~and~~ either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; **the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation.** ~~provided, however, any~~ Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

### 3) Rights to Privacy

- a) School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- b) School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

#### 4. The Public's Opportunity to be Heard

The school board will strive to give all citizens of the school district an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

#### 5. Procedures

##### a) Agenda Items

1. Citizens who wish to address the school board on a particular subject should identify the agenda item(s) to which their comments pertain.
2. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
3. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.

6. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

b) Complaints

1. Routine complaints about an employee should first be directed to that employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in any school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

c) Public Comment

The school board shall normally provide a specified period of time when citizens may address the school board on a meeting agenda item. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

d) No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

6) Penalties for Violation of Data Privacy

- a) The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)

- b) A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- c) In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Rationale:** *The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.*

Adoption and Revision History	Incorporated Policies
206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS This policy adopted: March 11, 1997, Revised: December 16, 2003 Rescinded: December 14, 2010	MSBA 206
103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS This policy adopted: November 26, 1996; Rescinded: November 22, 2011	
Policy G-035 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS/DATA PRIVACY CONSIDERATIONS This policy adopted: Dec. 14, 2010 Revised: November 22, 2011 Revised: September 25, 2012 Revised: May 26, 2015 <b>Revised:</b>	

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.43 (Personnel Data)**
  - Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
  - Minn. Stat. § 13D.05 (Open Meeting Law)
  - Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
  - Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
  - Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
  - Minn. Stat. § 122A.44 (Contracting with Teachers)
  - Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
  - Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)**
  - Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
  - Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
  - 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
  - Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:**

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

MSBA/MASA Model Policy 207 (Public Hearings)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

## Governance

Policy Title	Policy Level	Date Approved/Revised
<b>Policy Stewardship</b>	<b>G-050</b>	<b>11/20/07</b> <b>Revised: 11/22/11</b> <b>Revised: 5/26/15</b> <b>Revised:</b>

### 1) General Statement of Policy

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

### 2) Development of Policy

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### 3) Adoption of Policy

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board following the second reading. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption

procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

#### 4) Implementation of Policy

- A. The superintendent shall be responsible for implementing school board policies, **other than the policies that cover how the school board will operate. and The superintendent shall develop**ing administrative guidelines and directives to provide greater specificity and consistency in the process of implementation.
- B. Each school board member shall have access to this policy manual, and a copy shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The superintendent shall be responsible for developing a system of periodic review of policies. In addition, the school board shall review the following policies annually: E-021 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; E-022 Mandated Reporting of Maltreatment of Vulnerable Adults; E-032, Fund Balance; EM-020.6 Family & Medical Leave; EM-020.7 Harassment and Violence Policy & Religious, Racial or Sexual Harassment & Violence Report Form; EM-020.15 Student Discipline & Notice of Suspension; EM-020.16 Bullying Prohibition; EM-020.20 Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form; EM-020.21 Internet Acceptable Use Policy & Internet Use Agreement; and EM-020.26 Crisis Management.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

**Rationale:** *The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.*

Adoption and Revision History	Incorporated Policies
Policy 208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES This Policy Adopted: January 14, 1997 Rescinded: August 5, 2008	<i>Replaced Policy: BF (Board Policy Development) adopted August 12, 1965; BFC (Policy Adoption) adopted June 28, 1979; BFCAA (Formulation of Administrative Regulations) adopted August 12, 1965; BFE (Administration in Policy Absence) adopted June 28, 1979. 105 - Appendix A, III.A.(Adoption, Amendment, Repeal or Suspension of Policies and Bylaws) adopted March 26, 1992; 105 - Appendix A,III.B. (School Board Policy Making/Adoption, Amendment, Repeal or Suspension of Administrative Procedures), adopted March 26, 1992.</i>
Policy G-050 POLICY STEWARDSHIP This Policy Adopted: November 20, 2007; Revised: November 22, 2011; Revised: May 26, 2015; <b>Revised:</b>	

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
 Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

## Ends

Policy Title	Policy Level	Date Approved/Revised
Advertising	E-007	5/26/15 Revised:

### 1) General Statement of Policy

The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

### 2) Advertising Guidelines

- a) School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic, or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The facility advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.
- b) The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section a) above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained ~~on school district property or~~ within 100 feet of a school that is visible to and primarily intended to advertise and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.
- c) Donations which include or carry advertisement must be approved by the school board.
- d) The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.
- e) Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.
- f) Contracts for computers or related equipment or services that require advertising to be disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state law.

- g) The inclusion of advertisement in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

3) Accounting

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

**Rationale:** *The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.*

Adoption and Revision History	Incorporated Policies
POLICY 905 ADVERTISING IN SCHOOL DISTRICT PUBLICATIONS AND ON SCHOOL DISTRICT PROPERTY	Replaces Policy: 8XX (Advertising in the Schools) adopted April 20, 1995. This Policy Adopted: April 14, 1998; Rescinded: August 5, 2008
L-043 UNAUTHORIZED ADVERTISING This policy adopted: January 22, 2008; Rescinded: May 26, 2015	
E-007 ADVERTISING This policy adopted: May 26, 2015; <b>Revised:</b>	MSBA 905

Administrative Rule, Regulation and Procedure: NA

Legal References:           Minn. Stat. §123B.93 (Advertising on School Buses)  
                                  Minn. Stat. §125B.022 (Contracts for Computers or Related Equipment or Service)  
                                  Minn. Stat. § 173.08 (Excluded Road Advertising Devices)

Cross References:           MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)  
                                  MSBA/MASA Model Policy 702 (Accounting)

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
Graduation Requirements	E-014	4/22/08 Revised: 7/20/10 Revised: 3/27/12 Revised: 9/25/12 Revised: 7/23/13 Revised: 11/26/13 Revised: 5/26/15 Revised:

1) General Statement of Policy

The policy of the school district is that all students entering grade ~~9 8~~ in the ~~2012-2013~~ ~~2011-2012~~ school year and earlier must satisfactorily complete, as determined by the school district, all credit requirements, all state academic standards, or local standards where state standards do not apply, and successfully pass graduation examinations, as required, in order to graduate. For students entering grade ~~9 8~~ in the ~~2013-2014~~ ~~2012-2013~~ school year and later, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards ~~on a nationally normed college entrance exam~~. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

2) Definitions

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- F. "GRAD" means the graduation-required assessment for diploma that measures the reading, writing, and mathematics proficiency of high school students.

3) ~~Test Administrator-District Assessment Coordinator~~

The superintendent shall designate the ~~school-district test administrator~~ **District Assessment Coordinator**. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

#### 4) Graduation Assessment Requirements

A. Students enrolled in grade 8 through the 2009-2010 school year are eligible to be assessed under:

1. the graduation-required assessment for diploma (GRAD) in reading, mathematics, or writing under Minn. Stat. § 120B.30, Subd. 1(c)(1) and (2) and Subd. 1(d) (2012) as follows:

a. for reading and mathematics:

i. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota Comprehensive Assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in grade 10 for reading and grade 11 for mathematics or subsequent retests;

ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of those assessments for students designated as English language learners;

iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan;

iv. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state-identified alternate assessment or assessments in grade 10 for reading and grade 11 for mathematics for students with an IEP; or

v. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and

b. for writing:

i. achieving a passing score on the GRAD;

ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in writing for students designated as English language learners;

iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or

- iv. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.
  - c. Students enrolled in grade 8 in any school year from the 2005-2006 school year to the 2009-2010 school year who do not pass the mathematics GRAD under 4.A.1. above, are eligible to receive a high school diploma if they:
    - i. complete with a passing score or grade all state and local coursework and credits required for graduation by the school board granting the students their diploma;
    - ii. participate in district-prescribed academic remediation in mathematics; and
    - iii. fully participate in at least two retests of the mathematics GRAD test or until they pass the mathematics GRAD test, whichever comes first.
  - 2. the WorkKeys job skills assessment;
  - 3. the Compass college placement test;
  - 4. the ACT assessment for college admission;
  - 5. the armed services vocational aptitude test; or
  - 6. the school district may substitute a score from an alternative, equivalent assessment to satisfy the requirements of this paragraph.
- B. Students enrolled in grade 8 in the 2010-2011 or ~~earlier-2011-2012~~ school year are eligible to be assessed under:
- 1. the GRAD in reading, mathematics, or writing under Minn. Stat. § 120B.30, Subd. 1 (c) (1) and (2) (2012) as follows:
    - a. for reading and mathematics:
      - i. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota Comprehensive Assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in grade 10 for reading and grade 11 for mathematics or subsequent retests;
      - ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of those assessments for students designated as English language learners;

- iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan;
      - iv. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state-identified alternate assessment or assessments in grade 10 for reading and grade 11 for mathematics for students with an IEP; or
      - v. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and
    - b. for writing:
      - i. achieving a passing score on the GRAD;
      - ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in writing for students designated as English language learners;
      - iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or
      - iv. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.
  - 2. the WorkKeys jobs skills assessment;
  - 3. the Compass college placement test;
  - 4. the ACT assessment for college admission;
  - 5. the armed services vocational aptitude test; or
  - 6. the school district may substitute a score from an alternative, equivalent assessment to satisfy the requirements of this paragraph.
- C. For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:
- 1. ~~demonstrate understanding of required academic standards on a~~ **an opportunity to participate on a nationally normed college entrance exam in grade 11 or grade 12.**
  - 2. achievement and career and college readiness tests in mathematics, reading, and writing. The tests must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so

that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation. In addition, the tests must ensure that the foundational knowledge and skills for students' successful performance in postsecondary employment or education and articulated series of possible targeted interventions are clearly identified and satisfy Minnesota's postsecondary admission requirements. To the extent available, the tests should:

- a. monitor students' continuous development of and growth in requisite knowledge and skills, analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and
  - b. based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the students; and
3. consistent with this paragraph and Minn. Stat. § 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
  4. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
  5. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary education.
  6. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college must be actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
  7. **A student's progress toward career and college readiness must be recorded on the student's high school transcript.**

~~D. Students enrolled in grade 8 through the 2011-2012 school year who have not yet demonstrated proficiency on the Minnesota Comprehensive Assessments, the GRAD, or the basic skills testing requirements prior to high school graduation may satisfy high~~

school graduation requirements for assessments in reading, mathematics, and writing by taking:

- ~~1. the Grade 11 ACT Plus Writing (college entrance exam) during statewide administration in reading, writing, and mathematics~~
- ~~2. If students are unable to participate in the Grade 11 ACT Plus Writing in 2014-2015, they can meet graduation assessment requirements through any combination of the following:
  - ~~a. for reading and mathematics:
    - ~~i. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota Comprehensive Assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in grade 10 for reading and grade 11 for mathematics or subsequent retests;~~
    - ~~ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of these assessments for students designated as English language learners;~~
    - ~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan;~~
    - ~~iv. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state-identified alternate assessment or assessments in grade 10 for reading and grade 11 for mathematics for students with an IEP; or~~
    - ~~v. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and~~~~
  - ~~b. for writing:
    - ~~i. achieving a passing score on the GRAD;~~
    - ~~ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in writing for students designated as English language learners;~~
    - ~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or~~
    - ~~iv. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.~~~~~~

- ~~3. the WorkKeys job skills assessment;~~
- ~~4. the Compass college placement test;~~
- ~~5. the armed services vocational aptitude test; or;~~
- ~~6. the ACT assessment for college admission.~~

5) Graduation Credit Requirements

- A.. Students beginning ~~ninth~~ 8<sup>th</sup> grade in the ~~2011-2012~~ **2012-2013** school year and later must successfully complete, as determined by the school district, the following high school level credits for graduation:
1. Four credits of language arts **sufficient to satisfy all academic standards in English language arts**;
  2. Three credits of mathematics, including an algebra II credit or its equivalent, **geometry, statistics and probability, or its equivalent**, sufficient to satisfy all of the academic standards in mathematics;
  3. **Students in the graduation class of 2015 and beyond must complete an-A** algebra I credit by the end of 8<sup>th</sup> grade sufficient to satisfy all of the 8<sup>th</sup> grade standards in mathematics.
  4. Three credits of science, including at least (a) one credit of biology; (b) one credit of chemistry or physics and **(c)** one elective credit of science. The combination of credits must be sufficient to satisfy all of the academic standards in either chemistry or physics and all other academic standards in science;
  5. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics, sufficient to satisfy all of the academic standards in social studies;
  6. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
  7. A minimum of seven elective credits.
  8. Credit equivalencies
    - a. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under Section 5. A. 5. above, if the credit is sufficient to satisfy all of the academic standards in economics.
    - b. An agriculture science or career and technical education credit may fulfill the ~~credit in chemistry or physics or the~~ elective science credit

required under Section 5.A.4. above, if the credit meets the state ~~chemistry or physics or district biology~~ **physical science, life science, earth and space science, chemistry, or physics** academic standards or a combination of these academic standards as approved by the school district. **An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Section 5. A. 4., above, if the credit meets the state chemistry or physics academics standards as approved by the school district.** A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Section 5. A. 5. above.

- c. A career and technical education credit may fulfill a mathematics or arts Section 5.A.2.
- d. **A computer science credit may fulfill a mathematics credit requirement under Section 5. A. 2., above, if the credit meets state academic standards in mathematics.**
- e. **A Project Lead the Way credit may fulfill a science or mathematics credit requirement under Section 5. A. 2. or Section 5. A. 4. , above, if the credit meets the state academic standards in science or mathematics.**

#### 6) Academic Standards Requirements

- A. The following subject areas are required for statewide accountability:
  - 1. **English** language arts;
  - 2. mathematics;
  - 3. science;
  - 4. social studies, including history, geography, economics, and government and citizenship;
  - 5. physical education;
  - 6. health, for which locally developed academic standards apply; and
  - 7. the arts, for which statewide or locally developed academic standards apply, as determined by the school district.
  
- B. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alterative standards.

7) Elective Standards Requirements

- A. The school district shall establish its own standards in the following subject areas:
  - 1. career and technical education; and
  - 2. world languages; **(A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages)**

The school district shall offer courses in all elective subject areas.

8) Early Graduation

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07 upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal’s decision shall be in writing and may be subject to review by the superintendent and school board.

**Rationale:** *The purpose of this policy is to set forth requirements for graduation from the school district.*

Adoption and Revision History	Incorporated Policies
Policy 514 GRADUATION REQUIREMENTS This Policy Adopted: April 9, 2002; Revised: April 20, 2007; Rescinded: August 19, 2008	MSBA 613
Policy E-014 GRADUATION REQUIREMENTS This Policy Adopted: April 22, 2008; Revised: July 20, 2010, Revised: March 27, 2012; Revised: September 25, 2012; Revised: July 23, 2013; Revised: November 26, 2013; Revised: May 26, 2015; <b>Revised:</b>	

Administrative Rule, Regulation and Procedure: NA

- Legal References:
- Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
  - Minn. Stat § 120B.018 (Definitions)
  - Minn. Stat. § 120B.021 (Required Academic Standards)
  - Minn. Stat. § 120B.023 (Benchmarks)
  - Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)

Minn. Stat. § 120B.07 (Early Graduation)  
Minn. Stat. § 120B.11 (School District Process)  
~~Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)~~  
Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma)  
(repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Immunization Requirements</b>	<b>E-018</b>	<b>6/24/08</b> <b>Revised: 11/22/11</b> <b>Revised: 9/25/12</b> <b>Revised:</b>

1) General Statement of Policy

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment. Home school students participating in sports, activities, or shared time services must also satisfy the immunization requirements outlined in this policy.

2) Student Immunization Requirements

A) No student may be enrolled or remained enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or
2. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards.

B) The statement of a parent or guardian of a student or an emancipated student may be substituted for the statement of a physician or public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C) The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section II.A. or II.B., above, or statement of immunization set forth in Section III., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

D) When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remained enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E) The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section II.A. or II.B., above, or Section III., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

F) If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

### 3) Exemptions from Immunization Requirements

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A) The parent or guardian of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B) The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

### 4) Notice of Immunization Requirements

A) The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
3. review student health records to determine whether the required information has been provided; and
4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

B) The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size

and style as the immunization requirements and on the same page as the immunization requirements.

5) Immunization Records

A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority (18), so until the age of 23.

B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent or guardian. Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by the district's policy on Protection and Privacy of Pupil records.

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

6) Other

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Rationale:** District 622 - North St. Paul-Maplewood-Oakdale school recognizes that the purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

Adoption and Revision History	Incorporated Policies
Policy 530 IMMUNIZATION REQUIREMENTS This Policy Adopted: April 27, 2004; Rescinded: August 5, 2008	MSBA/MASA Model Policy 530 (Immunization Requirements)
Policy E-018 IMMUNIZATION REQUIREMENTS This Policy Adopted: June 24, 2008 Revised: November 22, 2011; Revised: September 25, 2012; <b>Revised:</b>	

Administrative Rule, Regulation and Procedure: [..Administrative Rule, Regulation and ProcedureE-018](#)Immunization Requirements

Legal References: Minn. Statute §13.32 (Educational Data)  
Minn. Statute §121A.15 (Health Standards; Immunizations; School Children)

Minn. Statute §121A.17 (School Board Responsibilities)  
Minn. Statute §123.70, Subd. 7  
Minn. Statute §144.29 (Health Records; Children of School Age)  
Minn. Statute §144.3351 (Immunization Data)  
Minn. Statute §144.441 (Tuberculosis Screening in Schools)  
Minn. Statute §144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.~~1000~~ **1020** (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)  
Op. Atty. Gen. 169-W (July 23, 1980)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Mandated Reporting of Child Neglect or Physical or Sexual Abuse</b>	<b>E-021</b>	<b>7/22/08</b> <b>Revised: 11/22/11</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised:</b> <b>Reviewed Annually</b>

1) General Statement of Policy

- a) It is the policy of the school district to fully comply with Minn. Stat. § 626.556 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.

2) Definitions

- a) “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
  - 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 purpose of Minn. Stat. Ch. 260C (Child Protection), and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- c) “Immediately” means as soon as possible but in no event longer than 24 hours.
- d) “Mandated reporter” means any school personnel who 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.
- e) “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
  - 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for 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;

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;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her 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 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, or 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 Minn. Stat. § 260C.007, Subd. 4, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a parent or 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 which 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 include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- f) "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. 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 Minn. Rules Ch. 9503.
- g) "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care 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 Minn. Stat. § ~~124A.67~~ **125A.0942** or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which 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 Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following ~~that are done in anger or without regard to the safety of the child~~: (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 which 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 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 which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; ~~(9)~~ (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or ~~(10)~~ (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- h) "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 neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.**
- h)i) "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.**
- h)j) "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 Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).**
- h)k) "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.**
- h)l) "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.**
- h)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 parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

### 3) Reporting Procedures

- a) A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, **tribal social services, or tribal police department.** ~~or agency responsible for assisting or investigating maltreatment.~~ **The reporter will include his or her name and address in the report.**
- b) If the immediate report has been made orally, 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 assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect 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 and 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 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 employment.
- g) Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- 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, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

### 4) Investigation

- a) The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the

person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the 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 a 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 will 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 perpetrator 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 perpetrator 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, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

#### 5) 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.

#### 6) 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.

7) 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.

**Rationale:** *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.*

Adoption and Revision History	Incorporated Policies
414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE (This Policy Adopted: June 24, 1997; Rescinded: August 19, 2008)	MSBA 414
E-021 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE (This Policy Adopted: July 22, 2008, Revised: November 22, 2011; Revised: July 23, 2013; Revised: May 27, 2014); <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

- 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. § 121A.67 (Aversive and Deprivation Procedures)~~
  - 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.4, 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. § 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)
  - Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
  - U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Mandated Reporting of Maltreatment of Vulnerable Adults</b>	<b>E-022</b>	<b>7/22/08</b> <b>Revised: 11/22/11</b> <b>Revised:</b> <b>Reviewed Annually</b>

1) General Statement of Policy

- a) The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- b) ~~It shall be a~~ A violation of this policy **occurs when** ~~for~~ any school personnel ~~to~~ 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.

2) Definitions

- a) "Mandated Reporters" means any school personnel who have reason to believe that a vulnerable adult is being or has been maltreated.
- b) "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- c) "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. Neglect also includes 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 Minn. Stat. § 626.5572, Subd. 17.
- d) "Abuse" means: (a) 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 sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in 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. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, 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 section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) 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 Minn. Stat § 626.5572, Subd. 2.

- e) "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.
- f) "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services ~~at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2);~~ **required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2);** (3) receives services from a licensed home care provider or ~~home care provider service;~~ or **person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program;** (4) regardless of residence or type of service received, possess a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person'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.
- g) "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.
- h) "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.
- i) "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

### 3) Reporting Procedures

- a) A mandated reporter as defined herein shall immediately report the suspected maltreatment to the ~~designated county entity~~ **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 reporter 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 Minn. Stat. § 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.

4) Investigation

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

5) Dissemination of Policy and Training

- a) This policy shall appear in school personnel handbooks where appropriate.
- b) The school district will develop a method of discussing this policy with employees where appropriate.
- c) This policy shall be reviewed at least annually for compliance with state law.

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

Adoption and Revision History	Incorporated Policies
415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS This policy adopted: June 24, 1997; Rescinded: August 5, 2008	MSBA 415
E-022 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS This policy adopted: July 22, 2008 Revised: November 22, 2011; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)

Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.234 (Crimes Against the Person)  
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)

**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)

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Transportation of Public School Students</b>	<b>E-026</b>	<b>6/22/10</b> <b>Revised: 11/22/11</b> <b>Revised: 9/25/12</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised:</b>

1) General Statement of Policy

- a) The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare and safety.
- b) The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

2) Definitions

- a) "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special instruction and services, as determined by the standards of the Department of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the standards of the Department of Education, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. (M.S. 125A.02)
- b) "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (M.S. 123B.92, Subd. 1(b)(1); M.S. 127A.47, Subd. 2)
- c) "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks,

public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)

- d) "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of M.S. 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (M.S.123B.41, Subd. 9)
- e) "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (M.S. 123B.88, Subd. 6; M.S. 125A.51; M.S. 127A.47, Subd. 3)
- f) "Pupil support services" are health, counseling and guidance services provided by the public school in the same district where the nonpublic school is located. (M.S. 123B.41, Subd. 4)
- g) "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- h) "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of M.S. 120A.22 by attendance at a nonpublic school. (M.S. 126C.01, Subd. 8)
- i) "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (M.S. 123B.41, Subd. 11)

### 3. Eligibility

- a) Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. (M.S. 123B.88, Subd. 1)
- b) The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- c) In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. (M.S. 123B.88, Subd. 10, 11, 12, and 13)

- d) For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for student s attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

#### 4. Transportation of Nonresident Students

- a) If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. (M.S.124D.04, Subd. 7; M.S. 123B.92, Subd. 3)
- b) If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. (M.S. 123B.88, Subd. 6)
- c) When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (M.S. 127A.47, Subd. 3(b))
- d) The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (M.S. 123B.92, Subd. 3(b))

#### 5. Transportation of Resident Students to Non-district Schools

- a) In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (M.S. 124D.03, Subd. 8)
- b) Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (M.S. 123B.88, Subds. 1 and 4)
- c) In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (M.S. 124D.041)

## 6. Special Education Students/ With a Disability/Students With Temporary Disabilities

- a) Upon a request of a parent or guardian, **the board must provide necessary transportation, consistent with Minn. Stat. § 123B.92, Subd 1(b)(4), for a resident student child with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.** (M.S. 123B.88, Subd. 1)
- b) Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (M.S. 123B.88, Subd. 19; Minn. Rules Part 7470.1600)
- c) Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (M.S. 125A.65)
- d) If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (M.S. 125A.12)
- e) When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. Transportation shall only be provided by the school district during regular operating hours. (M.S. 125A.15(b); M.S.125A.51(d))
- f) When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (M.S. 125A.15(c) and (d); M.S. 125A.51(e))
- g) Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be

provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)

- h) Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in M.S. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

## 7. Homeless Students

- a) Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- b) Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
  - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
  - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (M.S. 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
  - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (M.S. 125A.51(f))
  - 4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3).

## 8. Availability of Services

- a) Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (M.S. 123B.88, Subd. 21)

## 9. Manner of Transportation

- a) The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (M.S. 123B.88, Subd. 1)

10. Restrictions

- a) Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (M.S. 121A.59)

11. Fees

- a) In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (M.S. 123B.36, Subd. 1(10))
- b) The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05 (M.S. 123B.36, Subds. 1(11) and 6)
- c) The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (M.S. 123B.36, Subd. 1(13))
- d) Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (M.S. 123B.36, Subd. 3)

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide transportation of students consistent with requirements of law.

Adoption and Revision History	Incorporated Policies
E-026 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS (This Policy Adopted: June 22, 2010; Revised:	MSBA 707

November 22, 2011; Revised: September 25, 2012; Revised: July 23, 2013; Revised: May 27, 2014; <b>Revised:</b>	
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Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
- Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)
- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
- Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
- Minn. Stat. Ch. 125A (Children With a Disability)
- Minn. Stat. § 125A.02 (Children With a Disability, Defined)
- Minn. Stat. § 125A.12 (Attendance in Another District)
- Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
- Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
- Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
- Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
- Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
- Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
- Minn. Stat. § 190.05 (Definitions)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
- 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
- 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
- 42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
- 42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
- 42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References:

- MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
- MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
- MSBA/MASA Model Policy 710 (Extracurricular Transportation)
- MSBA Service Manual, Chapter 2, Transportation

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Transportation of Nonpublic School Students</b>	<b>E-027</b>	<b>6/22/10</b> <b>Revised: 11/22/11</b> <b>Revised:</b>

1) General Statement of Policy

- a) The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

2) Eligibility

- a) The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in M.S. 123B.88 and §123B.92 when applicable. (M.S. 123B.86, Subd. 1)
- b) Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (~~M.S. 123B.88, Subd. 1~~; M.S. 123B.86, Subd. 2(a))
- c) The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (M.S. 123B.86, Subd. 2(b))
- d) The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school. (M.S. 123B.44, Subd. 1)
- e) When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. (M.S. 123B.86, Subd. 3 M.S. 123B.91, Subd. 1a)
- f) Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

3. Special Education/Disabled Students

- a) If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (M.S. 125A.18)
- b) Disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (M.S. 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- c) Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- d) Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in M.S. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

4. Application of General Policy

The provisions of the school district’s policy on transportation of public school students shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

Adoption and Revision History	Incorporated Policies
E-027 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS This Policy Adopted: June 22, 2010 Revised: November 22, 2011; <b>Revised:</b>	MSBA 708

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.84 (Policy)  
Minn. Stat. § 123B.86 (Equal Treatment)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (Children With a Disability)  
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)  
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct.App. 1988)  
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)  
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 4, 1981)  
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)  
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)  
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:**

MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA Service Manual, Chapter 2, Transportation

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Drug and Alcohol Testing</b>	<b>E-047</b>	<b>11/22/11 Revised:</b>

1) General Statement of Policy

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district may also request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950 – 181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950 - 181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed **including medical cannabis, regardless of whether it has been prescribed for the employee**, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, **including medical cannabis, regardless of whether it has been prescribed for the employee**, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

2) Federally Mandated Drug and Alcohol Testing for School Bus Drivers

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (**including medical cannabis**), cocaine, amphetamines, opiates (including

heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the Evidential Breath Testing Device (EBT).
4. "Commercial motor vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. "Evidential Breath Testing Device" (EBT) means an EBT approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being

directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Screening Test Technician" (STT) means anyone meeting the requirements for a BAT who may act as an STT, provided that the individual has demonstrated proficiency in the operation of non-evidential screening devices (approved for use in lieu of EBTs to perform screening tests).
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management. Any person having questions regarding this policy or alcohol/drug use and abuse should contact Keith Gray, Director of Human Resources.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement in the form of Attachment A certifying that he or she has received a copy of the policy and materials. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and re-testing at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. **Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.**
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, **including medical cannabis**, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than .04 shall perform safety-sensitive functions for at least 24 hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than .04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. **Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.**

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for alcohol and controlled substances, **including medical cannabis**, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, **including medical cannabis**, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

## 2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, **including medical cannabis**, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, **including medical cannabis**, no later than thirty- two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 25% of the average number of driver positions, and for controlled substances, **including medical cannabis**, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, **including medical cannabis**, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, **including medical cannabis**, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two hours following a determination of reasonable suspicion. If it is not done within two hours,

the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight hours. If an alcohol test is not administered within eight hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test, and state in the record the reasons for not administering the test.

- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
  6. Follow-Up Testing. When a SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
  7. Consent to Testing. Each driver and driver applicant tested under this policy will be requested to sign a consent form in the form of Attachment C at the specimen collection site which authorizes the taking of the sample and the release of the results to the proper authority.
  8. Refusal to Submit and Attendant Consequences
    - a. A driver or driver applicant has the right to refuse to submit to drug and alcohol testing.
    - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521 (b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
    - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
    - d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a

return-to-duty test prior to being reassigned to safety-sensitive functions.

- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of the notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services–SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making

contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results; or
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

## 2. Alcohol Testing

- a. The federal alcohol testing regulations require breath testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any result less than 0.02 alcohol concentration is considered a "negative" test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances, have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
  - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing administrator will be Now Care, 2480 Fairview Avenue, Roseville, MN 55112, telephone 651-635-0054, and the testing laboratory for controlled substances will be Med-Fox, 402 West County Road D, St. Paul, MN 55112, telephone 651-636-7466, which is a laboratory certified by the Department of Health and Human Services-SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records:	5 years
“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.	
Collection records:	2 years
Negative and cancelled drug tests:	1 year
Alcohol tests with less than 0.02 concentration:	1 year
Education and training records	indefinite
“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.	

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
  - a. A driver who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
  - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP’s evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
  - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section 3) of this policy.

3) Drug and Alcohol Testing for Other Employees

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section 2 of this policy.)

A. Circumstances Under Which Drug Or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. §181.953, Subd. 1.

- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirming test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require only employees in safety-sensitive positions to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minn. Stat. 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical

dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, **including medical cannabis, regardless of enrollment in the state registry program.**
2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for compensation, either full-time or part-time, in whatever form, except for persons whose positions require a commercial driver's license, for the school district, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section 2). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section 3 of this policy and the drivers shall fall within this definition of "other employees."
4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section 2).

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. §181.953, Subd. 1.
6. "Random selection basis" means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
  - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in paragraphs 2 and 3 of this section D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school

district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment E to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report. Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. In the case of a positive test result on a confirming test, the school district shall also, at the time of providing notice of the test results, provide written notice to inform an employee or job applicant of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

**c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.**

~~e.d.~~ Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information to the school district, in addition to any information already submitted, to explain that result.

5. Notice of and Right to Request Confirming Re-tests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirming retest of the original sample at his or her own expense after notice of a positive test result on a confirming test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify

the school district in writing of his or her intention to obtain a confirming retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. §181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under sections F or G below, whichever is applicable.

Attachment F to this policy provides the Notices described in paragraphs 2 through 6 of this section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its

completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1, the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirming test and, if requested, the confirming retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information **or the employee's status as a patient enrolled in the medical cannabis registry program** revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, **or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.**
6. **The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.**
- ~~6.7.~~ An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record-keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are, private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations.

Notwithstanding paragraphs 1 and 2, evidence of a positive test result on a confirming test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege.

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees.

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant

passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

4) Posting

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its human resources office or other suitable locations.

**Rationale:** *The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.*

*The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.*

Adoption and Revision History	Incorporated Policies
Policy 416 DRUG AND ALCOHOL TESTING This Policy Adopted: August 26, 1997; Rescinded: November 22, 2011	Replaces Policy: GCQH (Chemical Dependency) adopted November 18, 1976.
Policy E-047 DRUG AND ALCOHOL TESTING This Policy Adopted: November 22, 2011; <b>Revised:</b>	MSBA 416

Administrative Rule, Regulation and Procedure: NA

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. Ch. 43A (State Personnel Management)
- Minn. Stat. §152.22 (Medical Cannabis; Definitions)**
- Minn. Stat. §152.23 (Medical Cannabis; Limitations)**
- Minn. Stat. §152.32 (Protections for Registry Program Participation)**
- Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
- Minn. Stat. § 221.031 (Motor Carrier Rules)
- 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
- 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
- 49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

**Cross References:**

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 417 (Chemical Use and Abuse)

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

## ENDS

Policy Title	Policy Level	Date Approved/Revised
Waste Reduction and Recycling	E-058	6/22/10 Revised: 11/22/11 Revised: 9/25/12 Revised: 5/26/15 Revised:

### 1) General Statement of Policy

- a) The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

### 2) Definitions

- a) "Lamp recycling facility" means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (M.S. 116.93, Subd. 1)
- b) "Mixed municipal solid waste" means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (M.S. 115A.03, Subd. 21)
- c) "Packaging" means a container and any appurtenant material that provides a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (M.S. 115A.03, Subd. 22b)
- d) "Postconsumer materials" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (M.S. 115A.03, Subd. 24b)
- e) "Rechargeable battery" means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (M.S. 115A.9157)
- f) "Recyclable commodities" means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (M.S. 115A.15, Subd. 1a(a))
- g) "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, ~~and~~ source-separated compostable materials, **and sole source food waste streams that are managed through biodegradative processes**. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (M.S. 115A.03, Subd. 25a)
- h) "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner

that precludes further use. (M.S. 115A.03, Subd. 25b)

- i) "Resource conservation" means the reduction in the use of water, energy, and raw materials. (M.S. 115A.03, Subd. 26a)
- j) "Reusable commodities" means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (M.S. 115A.15, Subd. 1a(b))
- k) "Source-separated compostable materials" means materials that:
  - 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
  - 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
  - 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the has determined that no other person is willing to accept the paper for recycling;
  - 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA's class I or class II, or equivalent, compost standards and where process **residues rejects** do not exceed 15 percent by weight of the total material delivered to the facility; and
  - 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

(M.S. 115A.03, Subd. 32a)

- l) "Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
  - 1. reusing the product in its original form;
  - 2. increasing the life span of a product;
  - 3. reducing material or the toxicity of material used in production or packaging; or
  - 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(M.S. 115A.03, Subd. 36b)

### 3) Waste Disposal

- a) The school district will attempt to decrease the amount of waste consumable materials by:
  - 1. reduction of the consumption of consumable materials whenever practicable;
  - 2. full utilization of materials prior to disposal;

3. minimization of the use of non-biodegradable products whenever practicable.
- b) Each school district facility shall also collect at least three recyclable materials; such as, but not limited to, the following: paper, glass, plastic, and metal. (M.S. 115A.151)
  - c) The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (M.S. 115A.151)
  - d) Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:
    1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
    2. develop and implement a plan for managing the potential liability; and
    3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (M.S. 115A.46, Subd. 5; M.S. 115A.471; M.S. 458D.07, Subd. 4)

- e) The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
  1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
  2. the land unless approved by the PCA; or
  3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
    - a. permitted to do so by the operator of the system and the PCA;
    - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
    - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(M.S. 115A.916)

- f) The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in solid waste; or
  2. in a wastewater disposal system.
- (M.S. 115A.932, Subd. 1(a))
- g) The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in a solid waste processing facility; or
  2. in a solid waste disposal facility.
- (M.S. 115A.932, Subd. 1(b))
- h) The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under M.S. 216B.241, Subds. 2 and 4. (M.S. 115A.932, Subd. 1(c))
- i) The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (M.S. 115A.915; M.S. 115A.9155, Subd. 1; M.S. 115A.9157, Subd. 2)
- j) The school district may not place yard waste:
1. in mixed municipal solid waste;
  2. in a disposal facility;
  3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting ; or
  4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).
- (M.S. 115A.931)
- k) The school district may not place a telephone directory:
1. in solid waste;

2. in a disposal facility; or
3. in a resource recovery facility, except a recycling facility.

(M.S. 115A.951, Subd. 2)

l) The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(M.S. 115A.9561)

m) The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (M.S. 115A.9565)

n) The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (M.S. 115A.961, Subd. 3)

#### 4. Procurement of Recycled Commodities and Materials

- a) When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than ~~ten~~ **10** percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (M.S. 16C.073, Subd.3(a))
- b) When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (M.S. 16C.073, Subd. 3(b))
- c) Whenever practicable, the school district will:
  1. purchase uncoated **copy paper**, office paper and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
  2. purchase recycled **copy** content paper with at least ~~ten~~**30** percent postconsumer material by weight **and purchase office and printing paper with at least 10 percent postconsumer material by weight;**
  3. purchase paper which has not been dyed with colors, excluding pastel colors;
  4. purchase recycled content **copy, office, and printing** paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
  - ~~5. use no more than two colored inks, standard or processed, except in formats where they are necessary to convey meaning;~~

- 6.5. use reusable binding materials or staples and bind documents by methods that do not use glue;
- 7.6. use soy-based inks;
- 8.7. produce reports, publications, and periodicals that are readily recyclable;
- 9.8. purchase paper which has been made on a paper machine located in Minnesota; **and**
- 10.9. print documents on both sides of the paper where commonly accepted publishing practices allow.; **and**
- ~~11. purchase copier paper that contains at least ten percent post-consumer material by fiber content.~~

(M.S. 16C.073, Subd. 2)

- d) ~~After July 1, 1998, the~~ **The** school district may not use a specified product included on the prohibited products list published in the State Register. (M.S. 115A.9651)
- e) In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (M.S. 16C.073, Subd. 3(b))
- f) When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (M.S. 16C.073, Subd. 3(b))

5. Other

- a) The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional and state levels.

**Rationale:** *School District 622 – North St. Paul-Maplewood-Oakdale shall establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (M.S. 115A.15, Subd. 1)*

Adoption and Revision History	Incorporated Policies
Policy 806 WASTE REDUCTION AND RECYCLING This Policy Adopted: February 24, 1998; Rescinded: June 22, 2010	MSBA 805
Policy E-058 WASTE REDUCTION AND RECYCLING This Policy Adopted: June 22, 2010 Revised: November 22, 2011; Revised: September 25, 2012; Revised: May 26,	

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
- Minn. Stat. § 115A.03 (Definitions)
- Minn. Stat. § 115A.15 (State Government Resource Recovery)
- Minn. Stat. § 115A.151 (State and Local Facilities)
- Minn. Stat. § 115A.46 (Requirements)
- Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)
- Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
- Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
- Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
- Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
- Minn. Stat. § 115A.931 (Yard Waste Prohibition)
- Minn. Stat. § 115A.932 (Mercury Prohibition)
- Minn. Stat. § 115A.951 (Telephone Directories)
- Minn. Stat. § 115A.9561 (Major Appliances)
- Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
- Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
- Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
- Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
- Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
- Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
- National Solid Waste Management Ass'n v. Williams, et al.*, 966 F.Supp. 844, (D. Minn. 1997)

**Cross References:**

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
<b>Enrollment of Nonresident Students</b>	<b>E-072</b>	<b>11/22/11</b> <b>Revised: 3/27/12</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised: 5/26/15</b> <b>Revised:</b>

1) General Statement of Policy

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
  2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
  3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. §121A.45 to enroll during the term of the expulsion if the student was expelled for:
1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
  2. possessing or using an illegal drug at school or a school function;
  3. selling or soliciting the sale of a controlled substance while at school or a school function; or
  4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
  2. athletic or extracurricular ability of a student;
  3. disabling conditions of a student;
  4. a student's proficiency in the English language;
  5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
  6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section ~~E~~ **F**. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education (that enrollment form follows this policy).
- E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. Siblings of currently enrolled students and applications related to an approved integration and achievement plan must receive priority in the lottery. The process for the school district lottery must be established by school board policy and posted on the school district's website.
- F. Exclusion
1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
  2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.
- G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 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 under Minn. Ch. 260A, and the student's case has been referred to juvenile court and/or appropriate county authorities. A "habitual truant" is a child under ~~16~~ 17 years of age who is absent from attendance at school without lawful excuse for seven school days **in a school year** if the child is in elementary school or for one or more class periods on seven school days **in a school year** if the child is in middle school, junior high school, or high school, or a child who is ~~16 or~~ 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days **in a school year** and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
  2. The school district may also terminate the enrollment of a nonresident student over ~~16~~ 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
  3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.
- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Rationale:** *The school district desires to participate in the Enrollment Options Program established by Minn. Stat. § 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.*

Adoption and Revision History	Incorporated Policies
Policy E-072 ENROLLMENT OF NONRESIDENT STUDENTS This Policy Adopted: November 22, 2011; Revised: March 27, 2012; Revised: July 23, 2013; Revised: May 27, 2014; Revised: May 26, 2015; <b>Revised:</b>	MSBA 509

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

- Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
- Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
- Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
- Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
- Minn. Ch. 260A (Truancy)
- Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
- Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
- Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:**

- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 517 (Student Recruiting)
- MSBA Service Manual, Chapter 5, Various Educational Programs

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Extended School Year For Certain Students With Individualized Education Programs</b>	<b>E-074</b>	<b>11/22/11 Revised:</b>

1) General Statement of Policy

- A. Extended School Year Services Must Be Available to Provide a Free Appropriate Public Education (FAPE). The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
  
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
  - 1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
  - 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
  - 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
  
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
  - 1. Prior observations of the student's regression and recoupment over the summer;
  - 2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
  - 3. Experience with other students with similar instructional needs.
  
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
  - 1. The student's progress and maintenance of skills during the regular school year.
  - 2. The student's degree of impairment.

3. The student's rate of progress.
  4. The student's behavioral or physical problems.
  5. The availability of alternative resources.
  6. The student's ability and need to interact with nondisabled peers.
  7. The areas of the student's curriculum which need continuous attention.
  8. The student's vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

**Rationale:** *The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).*

Adoption and Revision History	Incorporated Policies
Policy 508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS This Policy Adopted: April 12, 2005; Rescinded: November 22, 2011	Replaces Policy IGBA (Programs for Handicapped) adopted June 28, 1979 and revised September 23, 1997  MSBA 508
Policy E-074 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS This Policy Adopted: November 22, 2011; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. § 125A.14 (Extended School Year)  
 Minn. Rules Part 3525.0755  
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
 34 C.F.R. Part 300 (**IDEA Regulations**)

**Cross References:**

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
<b>Assessment of Student Achievement</b>	<b>E-089</b>	<b>3/27/12</b> <b>Revised: 9/25/12</b> <b>Revised: 11/26/13</b> <b>Revised: 5/26/15</b> <b>Revised:</b>

1) General Statement of Policy

The school district has established a procedure by which students shall complete the Graduation Standards. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of the Graduation Standards.

2) Definitions

- A. "Above-grade level" test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student's grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.
- B. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- C. "Below-grade level" test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student's current grade level. Notwithstanding the student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.
- D. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- E. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.
- F. "Computer-adaptive assessments" mean fully adaptive assessments.

- G. “Cultural competence,” for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.
- H. “Elective standard” means a locally adopted expectation for student learning in career and technical education and world languages.
- I. **“Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.**
- ~~H.~~J. “Fully adaptive assessments” include on-grade level test items and items that may be above or below a student’s grade level.
- ~~J.~~K. “On-grade level” test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.
- ~~K.~~L. “Required standard” means a statewide adopted expectation for student learning in the content areas of **English** language arts, mathematics, science, social studies, physical education, and the arts, or a locally adopted expectation for student learning in health or the arts.

### 3) Establishment of Criteria for Assessment

- A. The superintendent shall establish criteria by which student performance of adopted Graduation Standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.
- B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which program Graduation Standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation of assessments under the Minnesota Academic Standards.

### 4) Standards for Minnesota Academic Standards Performance Assessments

#### A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

#### B. Statewide Academic Standards Testing

- 1. The school district will utilize statewide assessments developed from and aligned with the state’s required academic standards as these tests become available to

evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by MDE, the state-constructed tests **aligned with state standards** to all students in grades 3 through 8 and at the high school level as follows:
  - ~~a. ——— annual reading and mathematics assessments in grades 3 through 7;~~
  - ~~b. ——— state-developed grade 8 and high school reading and mathematics tests aligned with state academic standards; and~~
  - a. **computer-adaptive reading and mathematics assessments in grades 3 through 8;**
  - b. **high school reading and mathematics and a high school writing test, when it becomes available; and**
  - c. ~~annual~~ science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.
5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

C. Rigorous Course of Study Waiver

1. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board or designee determines that the student:

- a. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or post-secondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;
  - b. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program if the student were required to achieve the academic standard to be waived; and
  - c. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program.
2. The school board or designee also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
  3. A student who satisfactorily completes a post-secondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

#### 5) Career Exploration Assessment

- A. ~~Commencing with the 2014-2015 school year, student assessments, in alignment with state academic standards, shall include career and college readiness benchmarks. Mathematics, reading, and writing assessments for students in grades 8 and 10 must be predictive of a nationally normed assessment for career and college readiness. This nationally recognized assessment must be a college entrance exam and given to students in grade 11. This series of assessments must include a college placement diagnostic exam and contain career exploration elements.~~ **Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Students in grade 11 or grade 12 must be provided with an opportunity to participate on a nationally normed college entrance exam. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed.** When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary

education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

~~C. Students in grade 10 or 11 not yet academically ready for a career or college based on their growth in academic achievement between grades 8 and 10 must take the college placement diagnostic exam before taking the college entrance exam under Section 5.D. Students, their families, the school, and the district can then use the results of the college placement diagnostic exam for targeted instruction, intervention, or remediation and improve students' knowledge and skills in core subjects sufficient for a student to graduate and have a reasonable chance to succeed in a career or college without remediation.~~

~~D.C.~~ All students, except those eligible for alternative assessments, must be given the college entrance part of these assessments in grade 11 opportunity to participate on a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such course and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

~~E.D.~~ As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

~~F.E.~~ In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum or empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teacher know how well students must perform to have a reasonable chance to succeed in a career of college without need for postsecondary remediation.

**Rationale:** *The purpose of this policy is to institute a process for the establishment and revision of assessments to be used to determine how well students have achieved the Graduation Standards.*

Adoption and Revision History	Incorporated Policies
Policy E-089 ASSESSMENT OF STUDENT ACHIEVEMENT This Policy Adopted: March 27, 2012 Revised: September 25, 2012; Revised: November 26, 2013 Revised: May 26, 2015; <b>Revised:</b>	MSBA 618

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. § 120B.018 (Definitions)  
 Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
 Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501, 1345 (Academic Standards for Social Studies)  
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

**Cross References:**

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
<b>Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students</b>	<b>E-090</b>	<b>3/27/12</b> <b>Revised: 9/25/12</b> <b>Revised: 5/27/14</b> <b>Revised: 5/26/15</b> <b>Revised:</b>

1) General Statement of Policy

A. The school district will utilize the existing annual review of IEPs or 504 accommodation plans to review, on a case-by-case basis, the extent of student participation in basic skills testing and GRAD testing. For students subject to GRAD testing, the student’s IEP or 504 accommodation plan must identify one of the following decisions for each subject area of GRAD:

1. the student is expected to achieve the statewide standard with or without testing accommodations resulting in a “pass” or “p” notation on the record when achieving a passing score; or
2. the student is expected to achieve the statewide standard at an individually modified level of difficulty, resulting in a “pass” or “p” notation on the record when achieving the modified level. A Minnesota alternative assessment must be used when an IEP team chooses to replace the GRAD. Adoption of modifications for a student must occur concurrently with the adoption of transition goals and objectives as required by Minn. Stat. § 125A.08(a)(1). The IEP or 504 accommodation plan must define an appropriate assessment of the statewide standard at a modified level of difficulty. Achievement of the individually modified standard shall be certified only through documented student performance of the defined assessment.

Students subject to GRAD testing also must be tested under standard conditions as specified by the developer of the test except those students whose IEP or 504 accommodation plan specifies other decisions consistent with the above stated requirements.

B. Students with LEP needs must be identified and accommodations made for students subject to basic skills testing. Students subject to GRAD testing are required to pass the GRAD if they, at the time of graduation, have been enrolled in any Minnesota school for at least four consecutive years. An English language learner (ELL) student who first enrolls in a Minnesota school in grade 9 or above who completes the coursework and any other state and district requirements to graduate within a four-year period is not required to pass the GRAD.

2) Definition of Terms

See the current “Procedures Manual for the Minnesota Assessments” which ~~can be found on the Minnesota Department of Education’s (MDE’s) Minnesota Assessments, General Resources, website at: [http://www.mnstateassessments.org/wp-content/uploads/2013/07/2013-2014\\_Procedures\\_Manual\\_final\\_for\\_popsting.pdf](http://www.mnstateassessments.org/wp-content/uploads/2013/07/2013-2014_Procedures_Manual_final_for_popsting.pdf)~~. **is produced by the Minnesota Department of Education and available through [pearsonaccess.com](http://pearsonaccess.com).**

3) Granting and Documenting Accommodations, Modifications, or Exemptions for Basic Skills and Grad Testing

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments.”

4) Records

All test accommodations, modifications, or exemptions shall be reported to the School District Test Administrator. The School District Test Administrator shall be responsible for keeping records of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

*Rationale: The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 (504) accommodation, or limited English proficiency (LEP) needs to meet the graduation requirements of basic skills testings and graduation-required assessments for diploma (GRAD) tests.*

Adoption and Revision History	Incorporated Policies
Policy 615 BASIC STANDARDS TESTING This Policy Adopted: June 23, 1998; Revised: April 12, 2005; Rescinded: March 27, 2012	MSBA 615
Policy E-090 TESTING ACCOMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS This Policy Adopted: March 27, 2012 Revised: September 25, 2012; Revised: May 27, 2014; Revised: May 26, 2015; <b>Revised:</b>	

Administrative Rule, Regulation and Procedure: NA

Legal References:                   Minn. Stat. § 120B.11 (School District Process)  
   Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
   Minn. Stat. § 125A.08(a)(1) (Individualized Education Programs)  
   Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma)  
(repealed Minn. L.2013, Ch. 116, Art. 2, § 22)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 616 (School District System Accountability)

**ENDS**

Policy Title	Policy Level	Date Approved/Revised
<b>Credit for Learning</b>	<b>E-091</b>	<b>3/27/12</b> <b>Revised: 9/25/12</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised:</b>

1) General Statement of Policy

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

2) Definitions

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. "Commissioner" means the Commissioner of MDE.
- D. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. "Eligible institution" means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by the North Central Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- F. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. "Online learning" is a form of digital learning delivered by an approved online learning provider.
- H. "Online learning provider" is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.

- I. "Course credit" is equivalent to a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

### 3) Transfer of Credit From Other Schools

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
  1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
  2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least six trimester credits from the school district.
- B. Transfer of Academic Requirements from Other Schools
  1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
    - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
    - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least six trimester credits from the school district.
    - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
    - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

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

#### 4) Post-Secondary Enrollment Credit

- A. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
  1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
  3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- B. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

#### 5) Credit From Online Learning Courses

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section 3.A. above.

#### 6) Advanced Academic Credit

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective

credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

#### 7) Process for Awarding Credit

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section 7.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

*Rationale: The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.*

Adoption and Revision History	Incorporated Policies
Policy 621 CREDIT FOR LEARNING This Policy Adopted: February 22, 2005; Rescinded: March 27, 2012	MSBA 620
Policy E-091 CREDIT FOR LEARNING This Policy Adopted: March 27, 2012; Revised: September 25, 2012; Revised: July 23, 2013; Revised: May 27, 2014; <b>Revised:</b>	

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
- Minn. Stat. § 120B.021 (Required Academic Standards)
- Minn. Stat. §120B.024 (Graduation Requirements; Course Credits)
- Minn. Stat. § 120B.11 (School District Process)
- Minn. Stat. § 120B.14 (Advanced Academic Credit)
- Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
- Minn. Stat. § 123B.445 (Nonpublic Education Council)
- Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
- Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
- Minn. Stat. § 124D.095 (Online Learning Option)
- Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
- Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
- Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
- Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
- Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
- Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
- Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Cross References:

- MSBA/MASA Model Policy 104 (School District Mission Statement)
- MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
- MSBA/MASA Model Policy 613 (Graduation Requirements)
- MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
- MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
- MSBA/MASA Model Policy 616 (School District System Accountability)
- MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
- MSBA/MASA Model Policy 624 (Online Learning Options)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Equal Educational Opportunity	EM-020.1	5/20/08 Revised:

1) General Statement of Policy

- a) ~~It is the~~ **The policy of the** school district's ~~policy is~~ to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, **gender**, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- b) The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- c) This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- d) ~~It is the responsibility of every~~ **Every** school district employee **shall be responsible for** ~~to~~ complying with this policy conscientiously.
- e) Any student, parent or guardian having ~~any a~~ **any** questions regarding this policy should discuss it with the appropriate school district official. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall ensure that an equal educational opportunity is provided for all students of the school district.

Adoption and Revision History	Incorporated Policies
102 EQUAL EDUCATIONAL OPPORTUNITY (This policy adopted: November 26, 1996; rescinded: August 5, 2008)	MSBA 102
EM-020.1 EQUAL EDUCATIONAL OPPORTUNITY This policy adopted: May 20, 2008, <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. Ch. [363A](#) (Minnesota Human Rights Act)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Equal Employment Opportunity	EM-020.2	5/20/08 Revised: 11/22/11 Revised:

1) General Statement of Policy

- a) The policy of the school district's policy is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, **gender**, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- b) The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- c) This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- d) ~~It is the responsibility of every~~ **Every** school district employee **shall be responsible for** ~~to~~ following this policy.
- e) Any person having any questions regarding this policy should discuss it with the Director of Human Resources.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide equal employment opportunity for all applicants for school district employment and school district employees.

Adoption and Revision History	Incorporated Policies
401 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 13, 1997; rescinded: August 5, 2008)	MSBA 401
EM-020.2 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 20, 2008) Revised: November 22, 2011; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)  
38 U.S.C. § 4211 et seq. (Employment and Training of Veterans)  
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

**Cross References:**

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 405 (Veteran's Preference)

MSBA/MASA Model Policy 413 (Harassment and Violence)

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Disability Nondiscrimination Policy</b>	<b>EM-020.3</b>	<b>5/20/08</b> <b>Revised: 1/22/13</b> <b>Revised:</b>

1) General Statement of Policy

- a) The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- b) The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- c) The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- d) Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact **Keith Gray, the Director of Human Resources, 2520 E. 12<sup>th</sup> Avenue, North St. Paul, MN 55109, 651-748-7422, kgray@isd622.org**. This individual is the school district's appointed ADA coordinator.

***Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide a fair employment setting for all persons and shall comply with state and federal law.*

<b>Adoption and Revision History</b>	<b>Incorporated Policies</b>
402 DISABILITY NONDISCRIMINATION POLICY (This policy adopted: May 13, 1997; Rescinded: August 5, 2008)	MSBA 402
EM-020.3 DISABILITY NONDISCRIMINATION POLICY (This policy adopted: May 20, 2008); Revised: January 22, 2013; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** **Minn. Stat. Ch. 363A (Minnesota Human Rights Act)**  
29 U.S.C. 794 et seq. (§ 504 of Rehabilitation Act of 1973)  
42 U.S.C., Ch. 126 § 12112 (Americans with Disabilities Act)  
29 C.F.R. Part 32  
34 C.F.R. Part 104

**Cross References:** MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Public &amp; Private Personnel Data &amp; Form: Employee Authorization for Release of Information</b>	<b>EM-020.4</b>	<b>5/20/08</b>  <b>Revised: 11/22/11</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised: 5/26/15</b> <b>Revised:</b>

1) General Statement of Policy

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

2) Definitions

- a) "Public" means that the data is available to anyone who requests it.
- b) "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- c) "Confidential" means the data is not available to the subject.
- d) "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- e) "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- f) "Finalist" refers to an individual who has applied for a position for which the school board will interview the individual.
- g) "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
- h) "Public officials" means business directors, human resource directors; athletic directors whose

duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

### 3) Public Personnel Data

- a) The following information on employees, including volunteers and independent contractors, is public:
1. name;
  2. employee identification number, which cannot be the employee's social security number;
  3. actual gross salary;
  4. salary range;
  5. terms and conditions of employment relationship;
  6. contract fees;
  7. actual gross pension;
  8. the value and nature of employer-paid fringe benefits;
  9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
  10. job title;
  11. bargaining unit;
  12. job description;
  13. education and training background;
  14. previous work experience;
  15. date of first and last employment;
  16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
  17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
  18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information

or opinions related to personnel data;

19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

b) The following information on applicants for employment is public:

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

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

d) Applicants for appointment to a public body

1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:

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

- h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
  - i. veteran status
2. Once an individual is appointed to a public body, the following additional items of data are public:
- a. residential address;
  - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
  - c. first and last dates of service on the public body;
  - d. the existence and status of any complaints or charges against an appointee; and
  - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- e) Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
  - f) Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

#### 4) Private Personnel Data

- a) All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- b) Data pertaining to an employee's dependents are private data on individuals.
- c) Data created, collected or maintained by the school district to administer employee assistance programs are private.

- d) Parking space leasing data are private.
- e) An individual's checking account number is private when submitted to a government entity.
- f) Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- g) The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- h) The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
  - 3. A court, law enforcement agency or prosecuting authority.
- i) Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- j) A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- k) When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
  - 1. threaten the personal safety of the complainant or a witness; or
  - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- l) The school district shall make any report to the board of teaching or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- m) Private personnel data shall be disclosed to the department of economic security for the purpose of

administration of the unemployment insurance program under Minn. Stat. Ch. 268.

- n) When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personal data may be released for purposes of informing a parent, legal guardian, or custodian of a 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.
- o) The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- p) The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- q) Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- r) Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- s) The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- t) When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. §123B.03, a school board or other school hiring authority must contact

the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

5) Multiple Classifications

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

6) Change in Classifications

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

7) Responsible Authority

The school district has designated the Director of Human Resources (651-748-7422) as the authority responsible for personnel data. If you have any questions, contact him/her.

8) Employee Authorization/Release Form

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

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

Adoption and Revision History	Incorporated Policies
406 PUBLIC & PRIVATE PERSONNEL DATA This Policy Adopted: June 10, 1997; Rescinded: August 5, 2008	MSBA 406
EM-020.4 PUBLIC & PRIVATE PERSONNEL DATA & FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION This Policy Adopted: May 20, 2008 Revised: November 22, 2011; Revised: July 23, 2013; Revised: May 27, 2014; Revised: May 26, 2015	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.02 (Definitions)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 13.39 (Civil Investigation Data)  
Minn. Stat. § 13.43 (Personnel Data)  
**Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)**  
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)  
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)  
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)  
P.L. 104-191 (HIPAA)  
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

**Cross References:**

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin "1" (School Records – Privacy – Access to Data)

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Family &amp; Medical Leave Policy</b>	<b>EM-020.6</b>	<b>5/20/08</b> <b>Revised: 7/20/10</b> <b>Revised: 11/22/11</b> <b>Revised: 5/26/15</b> <b>Revised:</b> <b>Reviewed Annually</b>

1) General Statement of Policy

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

2) Definitions

- a) "Covered active duty" means:

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

- b) "Covered servicemember" means:

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

- c) "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA) – covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can

generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- d) "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- e) "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- f) "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
  - 1. A military medical treatment facility as an outpatient; or
  - 2. A unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- g) "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - 2. to attend military events and related activities of a covered military member;
  - 3. to address issues related to childcare and school activities of a covered military member's child;
  - 4. to address financial and legal arrangements for a covered military member;
  - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  - 7. to attend post-deployment activities related to a covered military member; and
  - 8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

- h) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. Inpatient care in a hospital, hospice, or residential medical care facility; or
  2. Continuing treatment by a health care provider.
- i) **"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.**
- ⌘ j) "Veteran" has the meaning given in 38 U.S.C. § 101.

### 3) Leave Entitlement

#### a) Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - i. birth of the employee's child and to care for such child;
  - ii. placement of an adopted or foster child with the employee;
  - iii. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - iv. the employee's serious health condition makes the employee unable to perform the functions of the employee's job ; and /or
  - v. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. A "serious injury of illness," in the case of a member of the Armed Forces, including a

member of the National Guard or Reserves, means:

- i. Injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - ii. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran and is:
    - a) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
    - b) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - c) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
    - d) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph 3.a)1.v. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call in order to covered active duty pursuant to Paragraph 3.a)1.v. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph 3.a)1.v. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, be required, in some situations to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

b) Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs 3.a)1.i. or 3.a)1.ii. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

c) Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs 3.a) and 3.c) above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and

guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs 3. a) 7., 3.a) 10., 3.a) 12., 3.a) 13., and 3.a) 14. above shall apply to leaves under this section.

#### 4) Special Rules for Instructional Employees

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

#### 5) Other

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

6) Dissemination of Policy

- a) This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- b) This policy will be reviewed at least annually for compliance with state and federal law.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

Adoption and Revision History	Incorporated Policies
410 FAMILY AND MEDICAL LEAVE (This policy adopted: June 10, 1997; Rescinded: August 5, 2008)	MSBA 410
EM-020.6 FAMILY & MEDICAL LEAVE (This policy adopted: May 20, 2008, Revised: July 20, 2010) Revised: November 22, 2011; Revised: May 26, 2015; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure:** NA

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave)  
 10 U.S.C. § 101 et seq. (Armed Forces General Military Law)  
 29 U.S.C. § 2601 et seq. (Family and Medical Leave Act)  
 38 U.S.C. § 101 (Definitions)  
 29 C.F.R. Part 825 (Family and Medical Leave Act)

**Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family Medical Leave Act Summary)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
<b>Harassment &amp; Violence Policy &amp; Religious, Racial or Sexual Harassment &amp; Violence Report Form</b>	<b>EM-020.7</b>	<b>5/20/08</b> <b>Revised: 12/14/10</b> <b>Revised: 9/25/12</b> <b>Revised: 1/22/13</b> <b>Revised: 7/23/13</b> <b>Revised: 5/26/15</b> <b>Revised:</b> <b>Reviewed Annually</b>

1) General Statement of Policy

- a) The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- b) A violation of this policy occurs when any student, teacher, administrator or other school district personnel harasses a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- c) A violation of this policy occurs when any student, teacher, administrator or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- d) The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel who is found to have violated this policy.

2) Definitions

- a) "Assault" is:
  - 1. An act done with intent to cause fear in another of immediate bodily harm or death;

2. The intentional infliction of or attempt to inflict bodily harm up on another; or
  3. The threat to do bodily harm to another with present ability to carry out the threat.
- b) "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. Otherwise adversely affects an individual's employment or academic opportunities.
- c) "Immediately" means as soon as possible but in no event longer than 24 hours.
- d) Protected Classifications: Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. Has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. Has a record of such an impairment; or
    - c. Is regarded as having such an impairment
  2. "Familial status" means the condition of one or more minors being domiciled with:
    - a. Their parent or parents or the minor's legal guardians; or
    - b. The designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. "Marital status" mean whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
  5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or

sexual attachment to children by an adult.

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

e) "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

f) Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

2. Sexual harassment may include but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of gender.

g) Sexual Violence; Definition

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

h) Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability.

3) Reporting Procedures

- a) Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator or other school district personnel or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- b) The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- c) Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- d) In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the

building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- e) A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- f) Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- g) In the District. The school board designates the Director of Human Resources as the School District Human Rights Officer to receive reports or complaints of harassment or violence between employees or employees to students. The school board designates the Director of Student Services to serve as the School District Human Rights Officer to receive reports or complaints of harassment or violence between students. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the superintendent.
- h) The school district shall conspicuously post the names of the Human Rights Officers including mailing addresses and telephone numbers.
- i) Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- j) Use of formal reporting forms is not mandatory.
- k) Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- l) The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.
- m) Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

- n) False accusations or reports of violence or harassment against another person are prohibited.
- o) A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

#### 4) Investigation

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

#### 5) School District Action

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

#### 6) Retaliation or Reprisal

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

#### 7) Right to Alternative Complaint Procedures

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

#### 8) Harassment or Violence As Abuse

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

#### 9) Dissemination of Policy and Training

- a) This policy shall be conspicuously posted throughout each school building in areas accessible to

students and staff members.

- b) This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- c) This policy shall appear in the student handbook.
- d) The school district will develop a method of discussing this policy with students and employees.
- e) The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- f) This policy shall be reviewed at least annually for compliance with state and federal law.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall maintain a learning and working environment that is free from harassment and violence on the basis of race, color creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

Adoption and Revision History	Incorporated Policies
411 HARASSMENT AND VIOLENCE (This policy adopted: Sep. 9, 1997, revised: April 26, 2005, rescinded: Aug. 5, 2008)	MSBA 413
524 VIOLENCE PREVENTION (This policy adopted: March 24, 199, rescinded: Aug. 5, 2008)	MSBA 525
EM-020.7 HARASSMENT & VIOLENCE (This policy adopted: May 20, 2008) Revised: Dec. 14, 2010; Revised: September 25, 2012; Revised: January 22, 2013. Revised: July 23, 2013; Revised: May 26, 2015; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

- Legal References:**
- Minn. Stat. § 120B.232 (Character Development Education)
  - Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
  - Minn. Stat. § 121A.031 (Student School Bullying Policy)
  - Minn. Stat. §121A.035 (Crisis Management Policy)**
  - Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
  - Minn. Stat. § 609.341 (Definitions)
  - Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
  - 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
  - 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
  - 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
  - 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
  - 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
  - 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
  - 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:**

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Chemical Use &amp; Abuse</b>	<b>EM-020.8</b>	<b>5/20/08</b> <b>Revised: 7/23/13</b> <b>Revised:</b>

1) General Statement of Policy

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

2) Definitions

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

3) Students

a) Instruction

1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.
2. Each school shall have age-appropriate and developmentally based activities that:
  - i. address the consequences of violence and the illegal use of drugs, as appropriate;
  - ii. promote a sense of individual responsibility;
  - iii. teach students that most people do not illegally use drugs;
  - iv. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
  - v. teach students about the dangers of emerging drugs;
  - vi. engage students in the learning process; and
  - vii. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
4. Each school shall disseminate drug and violence prevention information within the school and to the community.
5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
6. Each school shall have drug and violence prevention activities that may include the following:
  - i. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
  - ii. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
  - iii. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-

crime and anti-drug councils and activities.

- iv. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
- v. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

b) Reports of Chemical Use and Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:
  - i. 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.
  - ii. 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.
  - iii. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
  - iv. 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.
  - v. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
  - i. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
  - ii. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. §121A.40-121A.56, and proposed for expulsion.
4. Searches by school district officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

c) Preassessment Team

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

d) Data Practices

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

2. Destruction of Records

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

e) Consent

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

f) School and Community Advisory Team

1. The superintendent shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.
2. The advisory team shall:
  - i. build awareness of the problem within the community, identify available treatment and counseling programs for students and develop good working relationships and enhance communication between the schools and other community agencies; and
  - ii. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

4) Employees

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

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

Adoption and Revision History	Incorporated Policies
417 CHEMICAL USE AND ABUSE (This policy revised: August 10, 2004; Rescinded: August 5, 2008)	MSBA 417
EM-020.8 CHEMICAL USE AND ABUSE This policy adopted: May 20, 2008; Revised: July 23, 2013; Revised:	

**Administrative Rule, Regulation and Procedure: NA**

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

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Drug Free Workplace/Drug Free School & Acknowledgement of Drug Free Workplace/Drug Free School	EM-020.9	5/20/08 Revised: 7/23/13 Revised:

1) General Statement of Policy

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

2) Definitions

- a) "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- b) "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- c) "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.**
- ~~e)d~~) "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- ~~e)e~~) "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- ~~e)f~~) "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- ~~f)g~~) "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the

school district or otherwise engaged in school district business.

### 3) Exceptions

- a) A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, **except medical cannabis** which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- b) A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

### 4) Procedures

- a) Students who have a prescription from a physician for medical treatment with a controlled substance, **except medical cannabis** must comply with the school district's student medication policy.
- b) Employees who have a prescription from a physician for medical treatment with a controlled substance, **except medical cannabis**, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- c) Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- d) Employees are subject to the school district's drug and alcohol testing policies and procedures.
- e) Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- f) **No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility.**
- ~~f~~g) Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

### 5) Enforcement

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

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

c) The Public

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

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, **medical cannabis**, and controlled substances without a physician's prescription.

Adoption and Revision History	Incorporated Policies
418 DRUG FREE WORKPLACE/DRUG FREE SCHOOL (This policy adopted: August 26, 1997; revised: August 10, 2004; rescinded: August 5, 2008)	MSBA 418
EM-020.9 DRUG FREE WORKPLACE/DRUG FREE SCHOOL & ACKNOWLEDGEMENT OF DRUG FREE WORKPLACE/DRUG FREE SCHOOL This policy adopted: May 20, 2008; Revised: July 23, 2013; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
**Minn. Stat. § 152.22 (Medical Cannabis; Definitions)**  
**Minn. Stat. § 152.23 (Medical Cannabis; Limitations)**  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)

Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)

20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)

21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)

34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

**Cross References:**

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 516 (Student Medication)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Equal Employment Opportunity	EM-020.2	5/20/08 Revised: 11/22/11 Revised:

1) General Statement of Policy

- a) The policy of the school district's policy is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, **gender**, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- b) The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- c) This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- d) ~~It is the responsibility of every~~ **Every** school district employee **shall be responsible for** ~~to~~ following this policy.
- e) Any person having any questions regarding this policy should discuss it with the Director of Human Resources.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall provide equal employment opportunity for all applicants for school district employment and school district employees.

Adoption and Revision History	Incorporated Policies
401 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 13, 1997; rescinded: August 5, 2008)	MSBA 401
EM-020.2 EQUAL EMPLOYMENT OPPORTUNITY (This policy adopted: May 20, 2008) Revised: November 22, 2011; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)  
38 U.S.C. § 4211 et seq. (Employment and Training of Veterans)  
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

**Cross References:**

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 405 (Veteran's Preference)

MSBA/MASA Model Policy 413 (Harassment and Violence)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
<b>Student Discipline &amp; Notice of Suspension</b>	<b>EM-020.15</b>	<b>5/20/08</b> <b>Revised: 7/20/10</b> <b>Revised: 11/22/11</b> <b>Revised: 7/23/13</b> <b>Revised: 5/27/14</b> <b>Revised: 11/25/14</b> <b>Revised: 5/26/15</b> <b>Revised:</b> <b>Reviewed Annually</b>

1) 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.

2) 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.

- 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.

### 3) Student Rights

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

### 4) 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.

5) 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 or tobacco paraphernalia;
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, ~~except as prescribed by a physician, including~~ **(these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physicians, 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 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. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
23. 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;
24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
26. Possession or distribution of slanderous, libelous or pornographic materials;
27. Violation of the school district's Bullying Prohibition Policy;
28. 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;
29. Criminal activity;
30. Falsification of any records, documents, notes or signatures;
31. 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;
32. 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;
33. Impertinent or disrespectful language toward teachers or other school district personnel;
34. Violation of the school district's Harassment and Violence Policy;
35. 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;
36. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
37. 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;

38. 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;
39. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
40. 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;
41. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
42. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
43. 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.
44. Possession of nuisance devices or objects which cause distractions and may facilitate cheating.

b) Personal Electronic Devices

The Board permits the use of Personal Electronic Devices by district students and employees during the school day in district buildings, on district property, and while students are attending district-sponsored activities during regular school hours when they are in compliance with this Policy, other district policies, regulations, rules, and procedures, and so long as such use does not interfere with the students' educational requirements, students' or employees' responsibilities/duties and performance, the rights and education of others, and the operation and services of the district.

Building level administrators, in consultation with the Superintendent and in compliance with this Policy, other district policies, regulations, rules, and procedures, are authorized to determine the extent of the use of Personal Electronic Devices within their schools, on the school's property, and while students are attending that school's sponsored activities during regular school hours. The use of Personal Electronic Devices at the elementary grade level may be different than that at the middle school, and/or high school grade levels.

The district shall not be liable for the theft, loss, damage, misuse, or unauthorized use of any Personal Electronic Device brought to school by a student or employee. Students and employees are personally and solely responsible for the security of Personal Electronic Devices brought to school, school events, or district property. The district will not be responsible for restricting, monitoring, or controlling the personal electronic communications of students or employees; however, it reserves the right to do so when the device uses the School District network, or when the use of the device violates this or any other School District policy.

If Personal Electronic Communication Devices are loaned to or borrowed and/or misused by

nonowners, the owners of the Personal Electronic Devices are jointly responsible with the nonowner for the misuse and/or violation of district policy, regulations, rules, or procedures.

Students using Personal Electronic Devices must access the Internet using the School District network. Network filters will be applied to access to the Internet and may not be circumvented.

Students and employees must complete an Internet/Bring Your Own Technology (BYOT) user agreement prior to the use of Personal Electronic Devices.

#### 6) 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.

7) 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 for up to one class or activity period pursuant to the procedures established by this discipline policy. The principal or designee shall have the authority to remove the student from class for a period of time not to exceed five (5) days 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 ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- c) Procedures for Removal of a Student From a Class and Readmission to Class:

1. If a student is causing a disruption to the educational process, a teacher, administrator, or other district employee may remove a student from class.
2. Documentation will vary with the severity of the incident. Communication may include any or all of the following: verbal reprimand, conference, office referral, parent call, note, or email.
3. Staff member will direct student to new location and coordinate supervision. Student is the responsibility of the designated staff member.
4. Depending on the severity, student may be escorted to the new location.
5. While removed from class, student is expected to complete assigned work and meet other conditions for readmission.
6. Staff member may coordinate with the case manager if the student being removed from class is on an Individual Learning Plan (IEP).
7. On-going issues should be referred to the building administration, student assistance team, and/or other designated district employee.

#### 8) 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 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. 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 – EM-020.15-F1.)
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.

#### 9) 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.

#### 10) 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.

#### 11) 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.

#### 12) Disabled Students

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.

#### 13) 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 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.

#### 14) 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.

#### 15) 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.

**Rationale:** *School District 622 – North St. Paul-Maplewood-Oakdale shall 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.

Adoption and Revision History	Incorporated Policies
506 STUDENT RIGHTS AND RESPONSIBILITIES This Policy Adopted: January 27, 1998; Revised: January 25, 2005; Rescinded: August 19, 2008	MSBA 506
EM-020.15 STUDENT DISCIPLINE & NOTICE OF SUSPENSION This Policy Adopted: May 20, 2008; Revised: July 20, 2010; Revised: November 22, 2011; July 23, 2013; Revised: May 27, 2014; Revised: November 25, 2014; Revised: May 26, 2015; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**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. § 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. §152.22 (Medical Cannabis; Definitions)**
- Minn. Stat. §152.23 (Medical Cannabis; Limitations)**
- 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 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 (Student 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)
- Clark County Nevada School District Policy P-5136, Personal Technology and Communication

Devices  
Central Bucks Pennsylvania School District Policy 829, Personal Electronic Communication  
Devices

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Bullying Prohibition Policy</b>	<b>EM-020.16</b>	<b>5/20/08</b> <b>Revised: 12/14/10</b> <b>Revised: 1/22/13</b> <b>Revised: 6/24/14</b> <b>Revised:</b>

1) 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 to 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. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 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.

## 2) 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 of the MHRA.
- e) "On school premises, on school district property, at 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.

### 3) 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 be made or filed directly with the superintendent or the School District Human Rights Officer by the reporting party or complainant. The School District Human Rights Officer for student to student bullying is the Director of Student Services.

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.

#### 4) 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 must take immediate steps, as they deem necessary and appropriate, 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 1)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 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.
- 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.

#### 5) 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, 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 1)f) of this policy.

#### 6) 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 a 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 Minn. Stat. § 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 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 response 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 in the student handbook.

7) 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 rights and responsibilities of students and their parents under this policy must be included in the student discipline policy 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.

8) 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 Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Rationale:** *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 students' 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.*

Adoption and Revision History	Incorporated Policies
528 BULLYING PROHIBITION (This policy revised: May 10, 2005, rescinded: Aug. 5, 2008)	MSBA 514
EM-020.16 BULLYING PROHIBITION (This policy adopted: May 20, 2008) Revised: Dec. 14, 2010; Revised: January 22, 2013., Revised: June 24, 2014; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of 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. ~~§ 124D.10~~ **Ch. 124E** (Charter School)  
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)

**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 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Videotaping on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Protection & Privacy of Pupil Records & Public Notice & Juvenile Justice System Request for Information	EM-020.17	5/20/08 Revised: 11/22/11 Revised: 9/25/12 Revised: 7/23/13 Revised: 5/27/14 Revised:

1) General Statement of Policy

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

2) Definitions

a) Authorized Representative

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

b) Biometric Record

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

c) Dates of Attendance

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

d) Directory Information

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name, **gender**, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, photographs used in yearbooks or school district publications, 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 which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term "education records" does not include:
  - a. Records of instructional, supervisory, administrative and educational personnel and educational ancillary personnel thereto which:
    - i. are in the sole possession of the maker of the record; and
    - ii. are not accessible or revealed to any other individual except a substitute teacher; and
    - iii. are destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
    - i. maintained separately from education records;
    - ii. maintained solely for law enforcement purposes; and
    - iii. disclosed only to law enforcement officials of the same jurisdiction.
  - c. Records relating to an individual, including a student, who is employed by the school district which:

- i. are made and maintained in the normal course of business;
- ii. relate exclusively to the individual in that individual's capacity as an employee; and
- iii. are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
  - i. 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;
  - ii. made, maintained, or used only in connection with the provision of treatment to the student; and
  - iii. disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records that only contain information about an individual after he or she is no longer a student at the school district.

f) Eligible Student

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

g) Juvenile Justice System

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

h) Legitimate Educational Interest

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

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

counseling, student job placement or student financial aid.

4. Perform a task directly related to responding to a request for data.

i) Parent

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

j) Personally Identifiable

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

k) Record

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

l) Responsible Authority

“Responsible authority” means the Assistant Superintendent, Troy Miller.

m) Student

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

n) School Official

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

o) Summary Data

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

p) Other Terms and Phrases

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

3) 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.

4) 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 the COPIES OF POLICY section of this policy.

b) Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The

student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the educational records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31 (a).

c) Disabled Students

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

5) Disclosure of Education Records

a) Consent Required for Disclosure

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

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

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in the STATEMENT OF RIGHTS section 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 or school districts in which the student seeks or intends to enroll. 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 18) suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA section of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

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

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

articulable and significant threat to the health and safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district make 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 12E of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to the RELEASE OF DIRECTORY INFORMATION section of this policy;
14. To military recruiting officers pursuant to the MILITARY RECRUITMENT section 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; or
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 educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to

releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's educational 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 educational 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.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

c) Nonpublic School Students

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

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

6) Release of Directory Information

a) Classification

Directory information is public except as provided herein.

b) Former Students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, 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 the DISCLOSURE OF EDUCATION RECORDS section 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 5A of this policy if a

or in combination with other data elements to identify or help identify the student or the student's records.

d) Procedure for Obtaining Nondisclosure of Directory Information

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

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

e) Duration

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

7) 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 the DISCLOSURE OF EDUCATION RECORDS section of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

b) Private Records Not Accessible to Parent

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

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

reasons for and understand the consequences of the request to deny access;

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

c) Private Records Not Accessible to Student

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

8) Disclosure of Confidential Records

a) Confidential Records

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

b) Reports Under the Maltreatment of Minors Reporting Act

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

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

c) Investigative Data

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

- 1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school

district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

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

d) Chemical Abuse Records

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

9) Disclosure of School Records Prior to Exclusion or Expulsion Hearing

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

10) Disclosure of Data to Military Recruitment Officers

- a) The School District will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

- b) Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- c) A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary institutions. To refuse the release of the above information to military recruiting officers and post-secondary institutions, a parent or eligible student must notify the responsible authority, (building principal), in writing, by October 15<sup>th</sup> 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 recruiters and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiters 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 the RELEASE OF DIRECTORY INFORMATION section of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## 11) 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) Redisdisclosure Not Prohibited

1. Subdivision A. of this section does not preclude the school district from disclosing personally identifiable information under the DISCLOSURE OF EDUCATION RECORDS section 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 the DISCLOSURE OF EDUCATION RECORDS section of this policy; and
  - b. The school district has complied with the record-keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification in Section 11D 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

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 the RELEASE OF DIRECTORY INFORMATION section of this policy; disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31 (a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31 (a)(3), or a third party improperly rediscloses personally identifiable information from education records, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five years.

12) 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 which indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student; and
  - b. the legitimate interests these parties had in requesting or obtaining the information;
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section 5B4 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 Paragraph B. of the LIMITS ON REDISCLOSURE section 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; and
  - b. the legitimate interests under the DISCLOSURE OF EDUCATION RECORDS section 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 5B4 of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Paragraph (1) of Record Keeping 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 Paragraph B.1 of the DISCLOSURE OF EDUCATION RECORDS section of this policy, to requests for disclosures of directory information under the RELEASE OF DIRECTORY INFORMATION section of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

### 13) 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 the DISCLOSURE OF PRIVATE RECORDS section 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 educational 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, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.

14) Request to Amend Records; Procedure 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 the Minn. Stat. Ch. 14 relating to contested cases.

15) 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 Robert Biddick, the Director of Technology.
- 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.

16. Complaints for Noncompliance With FERPA

a) Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605.

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.

17) 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.

18) 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 No Child Left Behind 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.

19) Destruction and Retention of Records

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

20) Copies of Policy

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

**Rationale:** *School District 622 – North St. Paul-Maplewood-Oakdale 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.*

<b>Adoption and Revision History</b>	<b>Incorporated Policies</b>
515 PROTECTION & PRIVACY OF PUPIL RECORDS (This Policy Adopted: March 24, 1998; Revised: April 25, 2006; Rescinded: August 19, 2008)	MSBA 515
EM-020.17 PROTECTION & PRIVACY OF PUPIL RECORDS & PUBLIC NOTICE & JUVENILE JUSTICE SYSTEM REQUEST FOR INFORMATION (This Policy Adopted: May 20, 2008); Revised: November 22, 2011; Revised: September 25, 2012; Revised: July 23, 2013; Revised: May 27, 2014; <b>Revised:</b>	

Administrative Rule, Regulation and Procedure: NA

- Legal References:
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)**
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (No Child Left Behind)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
  - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
  - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
  - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
  - Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)
- Cross References:
- SBA/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 (Videotaping on School Buses)
  - MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
  - MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Student Medication and Procedures	EM-020.18	5/20/08 Revised:

1) 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, health education assistant, principal, or other staff if trained by a licensed school nurse will administer prescribed medications, **except any form of medical cannabis**, in accordance with law and school district procedures.

2) Requirements

- a) The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- b) A "Request to Administer Medication at School" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. **Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.**
- c) Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- d) The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- e) Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- f) The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- g) For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- h) The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to other personnel designated to administer the medication.

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

j) 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. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received a written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.
- 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 that enables the student to:
  - a. possess epinephrine; or
  - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine 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 when required, consistent with state law. This health plan may be included in a student's 504 plan.

- k) "Parent" for students 18 years old or older is the student.

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale will set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

Adoption and Revision History	Incorporated Policies
516 STUDENT MEDICATION (This policy adopted: October 28, 1997; revised: August 29, 2000; rescinded: August 5, 2008)	MSBA 516
EM-020.18 STUDENT MEDICATION AND PROCEDURES This policy adopted: May 20, 2008; <b>Revised:</b>	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

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

**Cross References:**

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

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
Student Sex Nondiscrimination (Title IX) & Unlawful Sex Discrimination Towards a Student Report Form	EM-020.20	5/20/08 Revised: 1/22/13 Revised: 6/24/14 Revised: Reviewed Annually

1) General Statement of Policy

- a) The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- b) ~~It is the responsibility of every~~ **Every** school district employee **shall be responsible for** ~~to~~ complying with this policy.
- c) The school board hereby designates the ~~Director of Student Services, Cory McIntyre~~, 2520 E. 12<sup>th</sup> Avenue, North St. Paul, MN 55109, (651) 748-7452, [cmcintyre@isd622.org](mailto:cmcintyre@isd622.org), as the Title IX Coordinator and the District Human Rights Officer for student issues.
- d) Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

2) Reporting Grievance Procedures

- a) Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.
- b) In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- c) Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded

as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- d) The school board hereby designates ~~its Title IX coordinator~~ **Cory McIntyre, 2520 E. 12<sup>th</sup> Avenue, North St. Paul, MN 55109, (651)748-7452, [cmcintyre@isd622.org](mailto:cmcintyre@isd622.org)**, as the school district human rights officer to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- e) The school district shall conspicuously post the names of the Title IX coordinator and human rights officer, including office ~~mailing~~ addresses and telephone numbers **and work e-mail addresses**.
- f) Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- g) Use of formal reporting forms is not mandatory.
- h) The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

### 3) Investigation

- a) By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- b) The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- c) In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- d) In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- e) The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual

and whether they appear to be violations of this policy.

4) School District Action

- a) Upon conclusion of the investigation and receipt of a report, 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- b) The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

5) Reprisal

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

6) Right to Alternative Complaint Procedures

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

7) Dissemination of Policy and Evaluation

- a) This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- b) The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

**Rationale:** *School District 622 – North St. Paul-Maplewood-Oakdale shall protect students from discrimination on the basis on sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of the policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.*

Adoption and Revision History	Incorporated Policies
522 STUDENT SEX NONDISCRIMINATION (This policy adopted: October 28, 1997; Rescinded: August 19, 2008)	MSBA 522
EM-020.20 STUDENT SEX NONDISCRIMINATION (TITLE IX) AND UNLAWFUL SEX DISCRIMINATION TOWARDS A STUDENT REPORT FORM (This policy adopted: May 20, 2008; Revised: January 22, 2013; Revised:	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363 (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**ENDS**  
**(Required by Minnesota Statute)**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>Use of Peace Officers &amp; Crises Teams to Remove Students With IEPs from School Grounds</b>	<b>EM-020.23</b>	<b>5/20/08</b> <b>Revised: 11/22/11</b> <b>Revised: 7/23/13</b> <b>Revised:</b>

1) General Statement of Policy

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

2) Definitions

For purposes of this policy, the following terms have the meaning given them in this section:

- a) "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- b) "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- c) "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- d) "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

- e) The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- f) “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury ~~or to prevent serious property damage.~~
- g) All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

### 3) Removal of Students with IEPs from School Grounds

#### a) Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

#### b) Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team, building administrator, or the building administrator’s designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student’s IEP team must meet to determine if the student’s IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district’s policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

#### c) Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, 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.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or;
8. Denying a child access to toilet facilities.

d) Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

e) Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

f) Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the

student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat. § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

**g) Reporting to the Minnesota Department of Education (MDE)**

**Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.**

**Rationale:** School District 622 – North St. Paul-Maplewood-Oakdale shall describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

Adoption and Revision History	Incorporated Policies
532 USE OF PEACE OFFICERS & CRISES TEAMS TO REMOVE STUDENTS WITH IEPs This Policy Adopted: December 13, 2005; Rescinded: August 5, 2008	MSBA 532
EM-020.23 USE OF PEACE OFFICERS & CRISES TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS This Policy Adopted: May 20, 2008; Revised: November 22, 2011 Revised: July 23, 2013; Revised:	

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:** 20 U.S.C. § 1415(k)( 6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))  
 34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)  
 20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
 Minn. Stat. ~~§ 13.01, et seq.~~ **Ch. 13** (Minnesota Government Data Practices Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)  
 Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
 Minn. Stat. § 609.06 (Authorized Use of Force)  
 Minn. Stat. § 609.379 (Permitted Actions)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 806 (Crisis Management Policy)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
<b>School District System Accountability</b>	<b>EM-020.28</b>	<b>7/20/10</b> <b>Revised: 11/22/11</b> <b>Revised: 11/27/12</b> <b>Revised: 11/26/13</b> <b>Revised:</b>

1) General Statement of Policy

- a) Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the school district. The school district will establish a system to transition to the graduation requirements of the Minnesota Academic Standards. The school district also will establish a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

2) Definitions

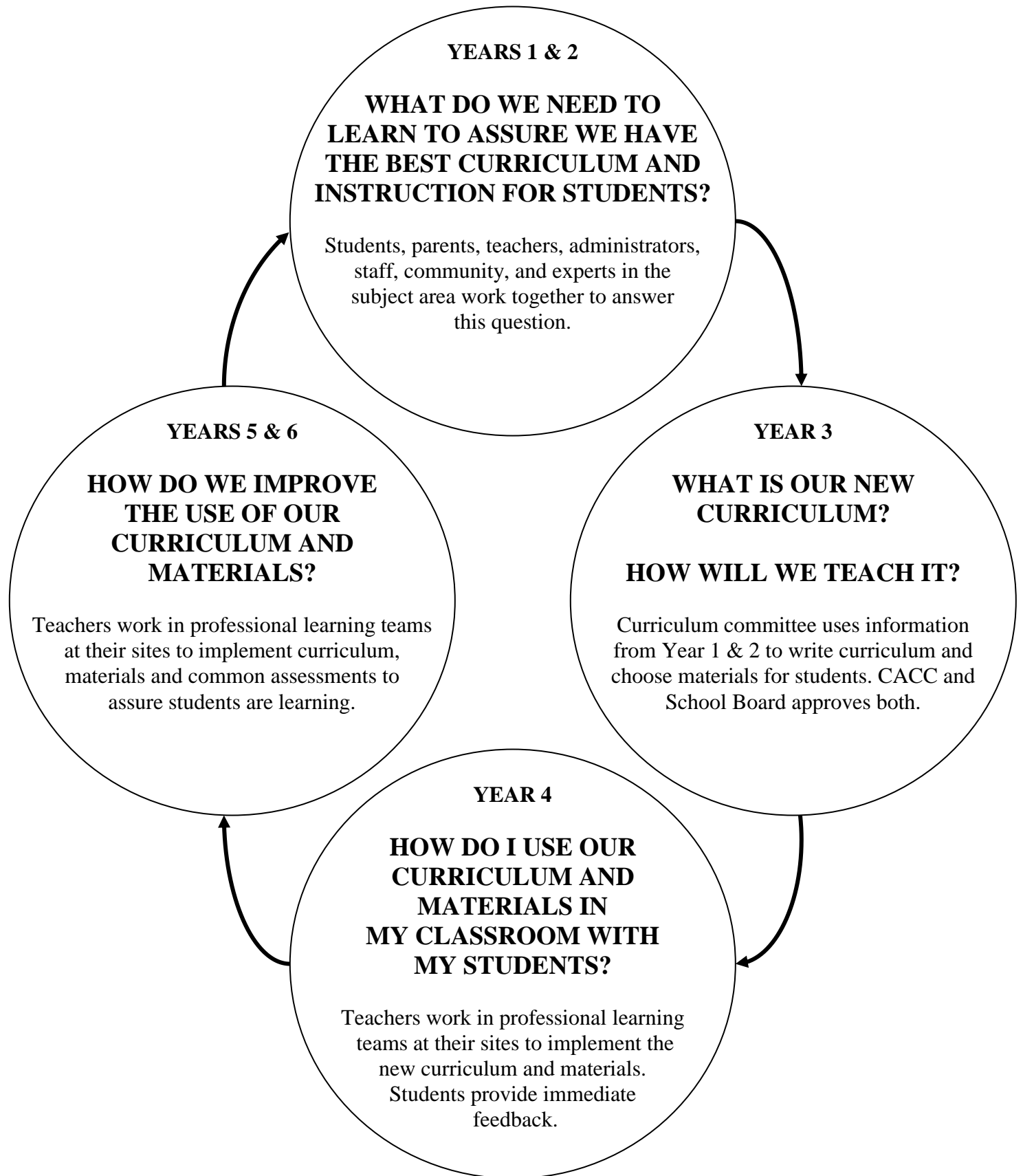
- a) "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter as determined by the school district.
- b) "Graduation Standards" means the credit requirements and **Profile of Learning locally adopted** content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- ~~c) "Profile of Learning" means content standards formerly required for a high school diploma.~~
- ~~d)c)~~ "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

3) Establishment of Goals; Implementation; Evaluation and Reporting

- a) School District Goals
  - 1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (the "Advisory Committee").
  - 2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- b) System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5.

# District 622 Curriculum Improvement Cycle



c) Implementation of Graduation Requirements

1. The school board shall appoint a Graduation Standards Implementation Committee which shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually. The Graduation Standards Implementation Committee will be comprised of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement.
2. The school board shall annually review and determine if student achievement levels at each school site meet state expectations. If the school board determines that student achievement levels at a school site do not meet state expectations and the site has not made adequate yearly progress for two consecutive school years, the Graduation Standards Implementation Committee shall work with the school site to adopt a plan to raise student achievement levels to meet state and local expectations. The Graduation Standards Implementation Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (the Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or district-wide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

d) Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By October 1st of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:
  - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;

- d. Advising the school board about development of the annual budget for Curriculum, Staff Development, and Instructional Technology.
3. The Advisory Committee shall meet the following criteria:
  - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
  - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:
  - a. District Curriculum Coordinator
  - b. Principal
  - c. School Board Member
  - d. Student Representative
  - e. One teacher from each instructional level
  - f. Two parents from each instructional level
  - g. Two residents without school-aged children, non-representative of local business or industry
  - h. Two residents representative of local business or industry
  - i. District Assessment Coordinator

5. **Translation services should be provided to the extent appropriate and practicable.**

5.6. The Advisory Committee shall meet the following timeline each year:

September Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Sept.–June Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Sept – June Review evaluation results and prepare recommendations.

Sept – June as applicable  
Present recommendations to the school board for its input and approval.

e) Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee ~~in the~~ **to review instruction and curriculum, review process cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site.** This plan shall annually be approved by the school board.

~~f) Educational Planning and Assessment System. The school district may elect to participate in the Educational Planning and Assessment System (EPAS) program offered by ACT, Inc., to provide a longitudinal, systematic approach to student educational and career planning, assessment, instructional support, and evaluation.~~

g)f) Reporting. Consistent with Minn. Stat. § 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction **and cultural competency**, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world’s best workforce. The school board must transmit and electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies **in their native languages, where appropriate and practicable**, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its **published reports and in its** summary report to the Commissioner.

**Rationale:** *The district shall focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and the No Child Left Behind Act.*

Adoption and Revision History	Incorporated Policies
EM-020.28 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY This Policy Adopted: July 20, 2010 Revised: November 22, 2011; Revised: November 27, 2012; Revised: November 26, 2013; <b>Revised:</b>	MSBA 616

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
 Minn. Stat. § 120B.018 (Definitions)  
 Minn. Stat. § 120B.11 (School District Process)  
~~Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program~~  
 Minn. Stat. § 120B.35 (Student Achievement Levels)  
 Minn. Stat. § 120B.36 (School Accountability; Appeals Process)  
 Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
 Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
 Minn. Stat. § 123B.04 (Site Decision Making Agreement)  
 Minn. Stat. § 123B.147, Subd. 3 (Principals)  
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
 Minn. Rules Parts 3501.0505-3501.0745 (Mathematics)  
 Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
 20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

**Cross References:**

MSBA/MASA Model Policy 104 (School District Mission Statement)  
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
 MSBA/MASA Model Policy 613 (Graduation Requirements)  
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
 MSBA/MASA Model Policy 615 (Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation, and LEP Students)  
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)  
 MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)  
 MSBA/MASA Model Policy 619 (Staff Development for Standards)  
 MSBA/MASA Model Policy 620 (Credit for Learning)

**ENDS**  
**(Required by Minnesota Statute)**

Policy Title	Policy Level	Date Approved/Revised
<b>Workload Limits for Certain Special Education Teachers</b>	<b>EM-020.34</b>	<b>7/21/15 Revised:</b>

I. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children with specific disabling conditions.

B. Direct Services

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

C. Indirect Services

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

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

II. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

III. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

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

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

Adoption and Revision History	Incorporated Policies
Policy EM-020.34 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS This Policy Adopted: July 21, 2015; <b>Revised:</b>	MSBA 427

**Administrative Rule, Regulation and Procedure: NA**

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

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

VI. A. 2. ADOPT POLICY

This policy was rescinded on November 26, 2013 because the 2013 legislation no longer required compliance with its provisions due to the repeal of graduation-required assessment for diplomas (GRAD). After completion of the 2015 legislative session, MSBA is recommending that schools districts adopt the new version of the policy.

Therefore, the Superintendent of Schools recommends the following resolution:

BE IT RESOLVED that the School Board of Independent School District #622 hereby adopts Policy E-093 (School District Testing Plan and Procedure).

**ENDS**

<b>Policy Title</b>	<b>Policy Level</b>	<b>Date Approved/Revised</b>
<b>School District Testing Plan and Procedure</b>	<b>E-093</b>	<b>3/27/12 Revised: 9/25/12 Rescinded: 11/26/13 Re-Adopted:</b>

1) General Statement of Policy

The policy of the school district is to implement procedures for testing, test security, documentation, and student record keeping.

2) Duties of School District Personnel Regarding Test Administration

A. Superintendent

1. Responsibilities before testing.

- a. Designate a district assessment coordinator and district technology coordinator.
- b. The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
- c. Annually review and recertify staff who have access to MDE secure systems.
- d. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- e. Establish a culture of academic integrity.
- f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g. Ensure student information is current and accurate.
- h. Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i. Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.

- j. Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
2. Responsibilities after testing.
- a. Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
  - b. Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
  - c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.
  - d. Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
  - e. Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
  - f. Discuss assessment results with the district assessment coordinator and school administrators.
- B. District Assessment Coordinator
1. Responsibilities before testing.
- a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
  - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
  - c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
    - (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
  - d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
  - e. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
  - f. Establish district testing schedule within the testing windows specified by the MDE and service providers.

- g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
  - h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
    - (1) Provide training on proper test administration and test security.
    - (2) Verify staff complete any and all test-specific training.
  - i. Maintain security of test content, test materials, and record of all staff involved.
    - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
    - (2) Organize secure test materials for online administrations and keep them secure.
    - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
  - j. Confirm that all students have appropriate test materials.
2. Responsibilities on testing day(s).
- a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
  - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.

- c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
  - d. Address invalidations and test or accountability codes.
3. Responsibilities after testing.
- a. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
  - b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
  - c. Return secure test materials as outlined in applicable manuals and resources.
  - d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
  - e. Review student assessment data and resolve any issues.
  - f. Distribute Individual Student Reports no later than fall parent/teacher conferences.
  - g. Enter Graduation Requirements Records in the GRR system.
- C. School Principal
1. Responsibilities before testing.
- a. Designate a school assessment coordinator and technology coordinator for the building.
  - b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
  - c. Read and complete the *Assurance of Test Security and Non-Disclosure*.
  - d. Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.
  - e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
  - f. Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.

- g. Verify that all test monitors and test administrators receive proper training for test administration.
  - h. Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
2. Responsibilities on testing day(s).
- a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
  - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
3. Responsibilities after testing.
- a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
  - b. Ensure requirements for embargoed final assessment results are followed.
- D. School Assessment Coordinator
1. Responsibilities before testing.
- a. Implement test administration and test security policies and procedures.
  - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
  - c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
  - d. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
  - e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.

- f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
- g. Maintain security of test content and test materials.
  - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
  - (2) Organize secure test materials for online administrations and keep them secure.
  - (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
  - (4) Identify need for additional test materials to district assessment coordinator.
  - (5) Provide MTAS student data collection forms if necessary.
  - (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
  - (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).

- a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.
- c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.

- e. Report testing irregularities to district assessment coordinator using the *Test Administration Report*.
  - f. Report security breaches to the district assessment coordinator as soon as possible.
3. Responsibilities after testing.
- a. Ensure that all paper test materials are kept locked and secure and security checklists completed.
  - b. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
  - c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
  - d. Return secure test materials as outlined in applicable manuals and resources.
  - e. Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
  - f. Ensure requirements for embargoed final assessment results are followed.
- E. Technology Coordinator
- 1. Ensure that district is prepared for online test administration and provide technical support to district staff.
  - 2. Acquire all necessary user identifications and passwords.
  - 3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
  - 4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
  - 5. Attend district training and any service provider technology training.
  - 6. Review, use, and be familiar with all service provider technical documentation.
  - 7. Prepare computers and devices for online testing.
  - 8. Confirm site readiness.
  - 9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.
- F. Test Monitor

1. Responsibilities before testing.
  - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
  - b. Attend trainings related to test administration and security.
  - c. Complete required training course(s) for tests administering.
  - d. Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
  - e. Be knowledgeable regarding student accommodations.
  - f. Remove or cover any instructional posters or visual materials in the testing room.
  
2. Responsibilities on testing day(s).
  - a. Before test.
    - (1) Receive and maintain security of test materials.
    - (2) Verify that all test materials are received.
    - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.
    - (4) Verify student testing tickets and appropriate allowable materials.
    - (5) Assign numbered test books to individual students.
    - (6) Complete information as directed.
    - (7) Record extra test materials.
  
  - b. During test.
    - (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
    - (2) Follow all directions and scripts exactly.
    - (3) Follow procedures for restricting student access to cell phones and other electronic devices.
    - (4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.

- (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
- (6) Do not review, discuss, capture, email, post, or share test content in any format.
- (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
- (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (9) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.
- (10) Report any possible security breaches as soon as possible.

c. After test.

- (1) Follow directions and scripts exactly.
- (2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
- (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.

- a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- b. Attend trainings related to test administration and security.
- c. Complete required training course(s) for tests administering.
- d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
- e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.

2. Responsibility on testing day(s).

- a. Before the test.
  - (1) Maintain security of materials.

(2) Confirm appropriate MTAS materials are available and prepared for student.

b. During the test.

(1) Administer each task to each student and record the score.

(2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.

(3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

(4) Document and report and unusual circumstances to district or school assessment coordinator.

c. After the test.

(1) Keep materials secure.

(2) Return all materials.

(3) Return objects and manipulatives to classroom.

(4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

#### H. MARSS Coordinator

1. Responsibilities before testing.

a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.

b. Ensure English language and special education designations are current and correct for students testing based on those designations.

c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.

2. Responsibilities after testing.

a. Ensure accurate enrollment of students in schools during the accountability windows.

b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.

- c. Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

3) Test Security

- A. Test Security Procedures will be adopted by school district administration.
- B. Students will be informed of the following:
  - 1. The importance of test security;
  - 2. Expectation that students will keep test content secure;
  - 3. Expectation that students will act with honesty and integrity during test administration;
  - 4. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
- C. Staff will be informed of the following:
  - 1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
  - 2. Other contact information and options for reporting security concerns.

4) Required Documentation for Program Audit

- A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:
  - 1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
  - 2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
  - 3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
  - 4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
  - 5. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

6. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
7. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
8. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
9. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

**Rationale:** *The purpose of this policy is to set forth the school district's testing plan and procedure.*

Adoption and Revision History	Incorporated Policies
Policy E-093 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE This Policy Adopted: March 27, 2012; Revised: September 25, 2012; Rescinded: November 26, 2013; <b>Re-Adopted:</b>	MSBA 614

**Administrative Rule, Regulation and Procedure: NA**

**Legal References:**

- Minn. Stat. § 13.34 (Examination Data)
- Minn. Stat. § 120B.11 (School District Process)
- Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
- Minn. Stat. § 120B.36, Subd. 2 (Adequate Yearly Progress)
- Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards – Mathematics and Reading) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
- Minn. Rules Parts 3501.0200-3501.0290 (Graduation Standards – Written Composition) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
- Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
- Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
- Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
- Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
- Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
- Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
- 20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

**Cross References:**

- MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
- MSBA/MASA Model Policy 613 (Graduation Requirements)
- MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
- MSBA/MASA Model Policy 616 (School District System Accountability)

VIII. B. 1. ACKNOWLEDGEMENT OF CONTRIBUTIONS

Minnesota Statute 123B.02 permits school boards to “...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof.”

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Theresa Augé	2 cases of aquatic noodles and 1 box of glue dots (valued at \$300.00)	Community Education Aquatic Programs and Adventure Connection
Synergos AMC	Office supplies	Castle Elementary
T.A. Schifsky & Sons, Inc.	\$100.00	North High - Festival of Cultures
K.B. Service Company	\$300.00	North High - Festival of Cultures
North St. Paul-Maplewood-Oakdale Rotary Foundation	\$1,000.00	North High - Festival of Cultures
ECMC Foundation	\$50,000	Maplewood Middle School
Corrine Peterson	Yamaha alto saxophone (valued at \$350.00)	Maplewood Middle School
Christa Waymire	\$50.00	Harmony Pilot Program
Lifetouch	\$3,000.00	North High School - Scholarship
NSP Office Employees/Secretary's Sunshine Club	\$783.30	North High Student needs
Retired Teacher Book Club	\$1000.00	North High School - Scholarship
Cowern PTG	Learning A-Z - Raz Kids (valued at \$3,908.85)	Cowern Elementary
Shirley Strum	\$15.00	Gladstone Meals on Wheels
Nancy Wohnoutka	500 books (valued at \$250.00)	Castle Elementary
North High School National Honor Society	\$2,500.00	North High Backpack Program
Tim Cartony	HP 5500 Plotter (valued at \$2,000.00)	Tartan Robotics Team
Cynthia Paslawski	\$20.00	Community Bridge
Col. or Mrs. Eric D. Ahlness	\$100.00	North AFJROTC program
North H.S. Band Booster Club	\$500.00	North High Band Scholarship
Aman Negesso	168 copies of "Tuck Everlasting"	Webster Elementary

Susan Purvis

\$20.00

Gladstone Meals on Wheels

MOTION:

SECOND:

Total fiscal year 2015-2016 monetary contributions: \$285,601.73

VIII. B. 2. RESOLUTION RELATING TO ELECTION OF SCHOOL BOARD MEMBERS  
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION

The following Resolution is provided to schedule the School Board election for November 8, 2016.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. It is necessary for the school district to hold its general election for the purpose of electing four (4) school board members for terms of four (4) years each.

The school district election clerk shall include on the general election ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they have been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and directed to be held on Tuesday, the 8th day of November, 2016.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The school district election clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said general election. The notice shall include the date of said general election and the office or offices to be voted on at said general election.

The school district election clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The school district election clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The school district election clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The school district election clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with any election authorities conducting other elections on that date. The school district election clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.


5. The school district election clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system:

General Election Ballot

Independent School District No. 622  
(North St. Paul-Maplewood-Oakdale)

November 8, 2016

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Instructions to Voters:  
To vote, completely fill in the oval(s) next to your choice(s) like this: 

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School Board Member

Vote for Up to Four

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- Name
- Name
- Name
- Name
- Name
- Name
- \_\_\_\_\_  
write-in, if any
- \_\_\_\_\_  
write-in, if any
- \_\_\_\_\_  
write-in, if any
- \_\_\_\_\_  
write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

6. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

7. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed by the School Board between the third and the tenth day following the general election.

8. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02 available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

MOTION:

SECOND:

VIII. B. 3. RESOLUTION ESTABLISHING DATES FOR FILING AFFIDAVITS OF CANDIDACY

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 622 shall begin on August 2, 2016 and shall close on August 16, 2016. An affidavit of candidacy must be filed in the office of the school district election clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 16, 2016.

2. The school district election clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.

3. The school district election clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.

4. The notice of said filing dates shall be in substantially the following form:

NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 622  
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)  
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 622 shall begin on August 2, 2016, and shall close at 5:00 o'clock p.m. on August 16, 2016.

The general election shall be held on Tuesday, November 8, 2016. At that election, four (4) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district election clerk, Independent School District No. 622, 2520 E. 12<sup>th</sup> Avenue, North St. Paul, MN 55109. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district election clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 16, 2016.

Dated: \_\_\_\_\_, 2016

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk  
Independent School District No. 622  
(North St. Paul-Maplewood-Oakdale)  
State of Minnesota

MOTION:

SECOND:

VIII. B. 4. APPOINT SCHOOL DISTRICT ELECTION CLERK

In order to conduct a successful school district election, it is necessary for one individual to be responsible for all related election duties.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the duties of school district election clerk be fulfilled by the Executive Secretary of Business Services.

MOTION:

SECOND:

VIII. B. 5. RESOLUTION ADOPTING THE 2016-2017 BUDGET

M.S. 123B.77 requires that “Prior to July 1 of each year, the school board of each district must approve and adopt its revenue and expenditure budgets for the next year.”

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the 2016-17 preliminary budgets be approved as follows:

<u>Fund</u>	<u>Revenue</u>	<u>Expenditures</u>
01 General Fund	\$136,190,368	\$136,423,779
02 Food Service Fund	\$6,321,300	\$6,317,167
04 Community Education Fund	\$9,176,700	\$8,653,249
06 Building Construction Fund	\$1,650,204	\$1,650,204
07 Debt Service Fund	\$12,095,017	\$11,971,317
09 Trust and Agency Fund	\$1,500,000	\$1,500,000
20 Self-Insured Health Fund	\$15,915,000	\$14,195,000
45 OPEB Trust Fund	\$1,025,000	2,875,000
47 OPEB Debt Service Fund	\$2,724,887	\$2,676,783
<b>GRAND TOTAL ALL FUNDS</b>	<b><u>\$186,598,476</u></b>	<b><u>\$186,262,499</u></b>

MOTION:

SECOND:

VIII. B. 6. RESOLUTION APPROVING 916'S LONG TERM FACILITIES MAINTENANCE REVENUE (LTFMR)

Each member district of Northeast Metropolitan Intermediate School District 916 is required annually to approve a resolution authorizing this new LTFMR for the Intermediate District. The total amount that will be levied for 916 in Pay17 is \$275,435 and School District 622's share of that amount will be \$51,002.53.

Therefore, the Director of Business recommends the following resolution:

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT #622  
(North St. Paul / Maplewood / Oakdale)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a \_\_\_\_\_ meeting of School Board of Independent School District No. 622, State of Minnesota, was held on \_\_\_\_\_, 2016, at \_\_\_\_\_-o'clock \_\_m., for the purpose, in part, of approving the Northeast Metropolitan Intermediate School District No. 916's long term facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long term facility maintenance projects in the district's application for long term facility maintenance revenue.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916'S LONG TERM FACILITY MAINTENANCE BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG TERM FACILITY MAINTENANCE REVENUE**

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. The school board of Northeast Metropolitan Intermediate School District No. 916 has approved a long term facility maintenance budget for its facilities for the 2016-2017 and 2017-2018 school year in the amount of \$275,435. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's o budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may

include its proportionate share of the costs of the intermediate school district program in its long term facility maintenance revenue application.

3. The proportionate share of the costs of the intermediate school district’s long term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of the member school district’s net tax capacity to the total net tax capacity of the intermediate school district and half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization. The inclusion of this proportionate share in the district’s long term facility maintenance revenue application for fiscal year 2017 is hereby approved, subject to approval by the Commissioner of the Minnesota Department of Education.

4. Upon receipt of the proportionate share of long term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 622, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 622 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metropolitan Intermediate School District No. 916’s long term facility maintenance budget and authorizing the inclusion of a proportionate share of the Intermediate School District’s long term facility maintenance projects in the district’s application for long term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk  
Independent School District No. 622



Division of School Finance  
1500 Highway 36 West  
Roseville, MN 55113-4266

## Long-Term Facility Maintenance Revenue Application Ten Year Expenditure

ED - 02478-01

**INSTRUCTIONS:** Enter estimated expenditures that are allowable uses of Long-term Facilities Maintenance Revenue under MS 123B.595, Subd. 10, by UFARS Finance Code by fiscal year in the space provided. Finance codes shown for accessibility and deferred capital expenditures and maintenance projects are proposed new Finance codes

District Name: **Northeast Metro Intermediate District**

District # **916**

Date: **3/7/2016**

District Contact for Questions on this Spreadsheet:

E-mail: **jamin.wood@nemetro.k12.mn.us**

Name: **Jamin Wood**

Phone #: **(651) 415-5568**

Fiscal Year, Ending June 30th -->

2017

2018

2019

2020

2021

2022

2023

2024

2025

2026

**ESTIMATED EXPENDITURES:**

**Health and Safety, Excluding Projects in Finance codes 358, 363 and 366 Costing > \$100,000 per Site**

Finance	Category	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
347	Physical Hazards	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
349	Other Hazardous Materials	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
352	Environmental Health & Safety Management	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
358	Asbestos Removal and Encapsulation	\$ 83,700.00	\$ 112,535.00	\$ 206,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
363	Fire Safety	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
366	Indoor Air Quality	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Health and Safety Capital Projects</b>	<b>\$123,300</b>	<b>\$152,135</b>	<b>\$246,400</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$39,600</b>

**Health and Safety, Projects Costing > \$100,000 per Site**

358	Asbestos Removal and Encapsulation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
363	Fire Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
366	Indoor Air Quality	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Health and Safety Capital Projects \$100,000 or More</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Accessibility**

Finance	Category	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
367	Accessibility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Deferred Capital Expenditures and Maintenance Projects**

Finance	Category	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
368	Building Envelope	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
369	Building Hardware and Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
370	Electrical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
379	Interior Surfaces	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
380	Mechanical Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
381	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
382	Professional Services and Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
383	Roof Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
384	Site Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Deferred Capital Expense and Maintenance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Total Annual 10 Year Plan Expenditures**

\$123,300

\$152,135

\$246,400

\$39,600

\$39,600

\$39,600

\$39,600

\$39,600

\$39,600

\$39,600

end of worksheet

Northeast Metro 916  
 Long Term Facility Maintenance Levy Allocation  
 Combined 2016-2017 and 2017-2018

ISD #	District
12	Centennial
13	Columbia Heights
14	Fridley
831	Forest Lake
832	Mahtomedi
621	Mounds View
622	North St. Paul
623	Roseville
833	South Washington County
16	Spring Lake Park
282	St. Anthony
15	St. Francis
834	Stillwater
624	White Bear Lake

	Weighted Ave Alloc.
	\$ 14,845.29
	\$ 15,685.09
	\$ 8,087.81
	\$ 12,752.79
	\$ 10,309.25
	\$ 24,304.41
	\$ 51,002.53
	\$ 20,687.21
	\$ 43,352.94
	\$ 22,074.28
	\$ 3,265.12
	\$ 7,094.37
	\$ 20,094.48
	\$ 21,879.44

\$ 275,435.00

Replaces the former health and safety tax levy.  
 Two years combined due to Capitol View Center facility planning in the fall of 2015  
 Allocation based on 50% utilization and 50% tax capacity

VIII. B. 7. RESOLUTION FOR INCREASED REFERENDUM AUTHORITY & CALLING AN ELECTION

Minnesota statute dictates that the Board approves the resolution by August 26 and provides a copy to the District's counties and the Minnesota Department of Education.

The resolution will outline the ballot language that is required for the election that will be held on November 8.

The resolution will also outline the question that will be asked of District voters. This question if approved, would add additional referendum authority of \$630 per pupil unit to the current referendum authority of \$930 per pupil unit. This referendum authority would be for 10 years and would be adjusted for inflation annually.

**RESOLUTION RELATING TO INCREASING THE GENERAL  
EDUCATION REVENUE OF THE SCHOOL DISTRICT AND  
CALLING AN ELECTION THEREON**

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

1. The Board hereby determines and declares that it is necessary and expedient for the school district to increase its general education revenue by \$630 per adjusted pupil unit. As provided by law, the ballot question must abbreviate the term "per adjusted pupil unit" as "per pupil". The additional revenue will be used to finance school operations and the property tax portion thereof will require an estimated referendum tax rate of approximately 0.09817% of the referendum market value of the school district for taxes payable in 2017, the first year it is to be levied. The proposed referendum revenue authorization would increase each year by the rate of inflation and be applicable for ten (10) years unless otherwise revoked or reduced as provided by law. For this purpose, the rate of inflation shall be the annual inflationary increase calculated under Minnesota Statutes, Section 126C.17, Subdivision 2, paragraph (b). The question on the approval of this referendum revenue authorization shall be School District Question 1 on the school district ballot at the special election held to approve said authorization.

2. The ballot question or questions of the school district shall be submitted to the qualified voters of the school district at a special election, which is hereby called and directed to be held in conjunction with the state general election on Tuesday, November 8, 2016.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and the polling places for this special election are those polling places and precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as those for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said special election to be provided to the county auditor of each county in which the school district is located, in whole or in part, and to the Commissioner of Education at least seventy-four (74) days before the date of said election. The notice shall specify the date of said special election and the title and language for each ballot question to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said special election to be posted at the administrative offices of the school district at least ten (10) days before the date of said special election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said special election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

The notice of election so posted and published shall state each question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause a notice of the election to be mailed by first class mail to each taxpayer in the school district at least fifteen (15) but no more than thirty (30) days prior to the date of the special election. The notice shall contain the required projections and the required statement specified in Minnesota Statutes, Section 126C.17, subdivision 9, paragraph (b). The clerk is also directed to cause a copy of this notice to be submitted to the Commissioner of Education and to the county auditor of each county in which the school district is located in whole or in part at least fifteen (15) days prior to the day of the election.

The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with state, city, township and county election authorities conducting the state general and other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate municipal and county officials regarding preparation and distribution of ballots, election administration and cost sharing.

5. The clerk is further authorized and directed to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system:

[Form of Ballot on next page.]


Special Election Ballot

Independent School District No. 622  
(North St. Paul-Maplewood-Oakdale)

November 8, 2016

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**Instructions to Voters:**

To vote, completely fill in the oval(s) next to your choice(s) like this: .

---

To vote for a question, fill in the oval next to the word "Yes" on that question.  
To vote against a question, fill in the oval next to the word "No" on that question.

---

**School District Question 1  
Approval of School District  
Referendum Revenue Authorization**

The board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale) has proposed to increase its general education revenue by \$630 per pupil. The proposed referendum revenue authorization would increase each year by the rate of inflation and be applicable for ten years unless otherwise revoked or reduced as provided by law.

**Yes**

**No**

Shall the increase in the revenue proposed by the board of Independent School District No. 622 be approved?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU  
ARE VOTING FOR A PROPERTY TAX INCREASE.**

---

Optical scan ballots must be printed in black ink on white colored material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

6. The individuals designated as judges for the state general election shall act as election judges for this special election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections. The election must be canvassed by the school board between the third and the tenth day following the election.

7. The duties of the school district ballot board are hereby delegated to the Ramsey County ballot board and the Washington County ballot board, as applicable, for the school district special election, to the extent provided in the agreements with those counties.

8. The duties of the clerk relating to the conduct of the special election, including but not limited to publication and posting requirements, preparation of ballots, and appointment and employment of election judges, are hereby delegated to Ramsey County Elections and the County Auditor of Washington County, as applicable, to the extent provided in the agreements with those counties.

9. The election must be canvassed by the Board between the third and tenth day following the election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02 available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

VIII. B. 8. APPROVAL OF 2016-2017 POLAR ARENA RENTAL RATES

To maintain parity with Tartan Arena and to keep pace with increasing operating costs, administration is recommending a rate increase at Polar Arena to \$185.00/hour for prime time. Non-prime time is recommended to stay at \$125.00/hour.

Therefore the Director of Business Services recommends the following resolution:

BE IT RESOLVED that the School Board of Independent School District No. 622 approve and adopt the 2016-2017 Polar Arena ice time rental rates as presented.

MOTION:

SECOND:

**DATE:** Wednesday, January 13, 2016  
**TO:** Joint Powers Board  
**FROM:** Brad Martinson  
**SUBJECT:** Manager's Report

Below please find a survey of hourly Ice Rental Rates from area arenas.

<u>ARENA</u>	<u>PRIME TIME</u>	<u>NON-PRIME</u>
Woodbury	\$ 220.00	\$ 160.00
(RC) Aldrich	\$ 205.00	\$ 140.00
Cottage Grove	\$ 205.00	\$ 135.00
Vadnais Heights	\$ 200.00	\$ 120.00
Roseville	\$ 190.00	\$ 150.00
(RC) Public Arenas	\$ 190.00	\$ 120.00
Stillwater	\$ 185.00	\$ 160.00
WBL Sports Center	\$ 180.00	\$ 150.00
Average Rental Rate	\$ 197.87	\$ 141.87

(RC) Ramsey County

*All Rates Are Plus Tax If Applicable*

*Rates were last increased September 1, 2014*

VIII. B. 9. RESOLUTION AUTHORIZATION FOR LEASE PURCHASE AGREEMENT

The District will be entering into a Lease-Purchase agreement for the construction of the District's fiber optic network that will begin this summer.

This agreement will be for 7 years and will be with US Bankcorp. The amount to be financed is \$1,650,204 with an interest rate of 2.2%. With this agreement, the District has the option of early pay-off when the District receives federal Erate funding for the fiber optic project.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
TAX-EXEMPT LEASE/PURCHASE AGREEMENT AND SUPPLEMENTS THERETO AND RELATED  
DOCUMENTS AND CERTIFICATES

BE IT RESOLVED by the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, as follows:

1.) The Tax-Exempt Lease/Purchase Agreement dated June 30, 2016 (the "Agreement") and the Schedules, Exhibits, Amendments or Addendum thereto are hereby approved substantially in the form presented to this board and on file in the office of the Clerk.

2.) The Director of Business Services of the District is hereby authorized to execute the Agreement and any Schedules, Exhibits, Amendments or Addendum thereto on behalf of the District, and to execute such other certificates and documents as may be necessary and appropriate to effectuate the transactions contemplated by the Agreement and said Schedules, Exhibits, Amendments or Addendum. The Agreement, the Schedules, Exhibits, Amendments or Addendum and the related documents may contain such necessary and appropriate variations, omissions and insertions as the Director of Business Services shall determine to be necessary, and the execution thereof by the Director of Business Services shall be conclusive evidence of such determination and its approval by the Board.

3.) Lessee reasonably anticipates that it has or will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. Thus, the lease is not designated as a qualified tax-exempt obligation for purposes of Section 265(b)(c) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

MOTION:

SECOND:

# DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS  
\*\*NO FRONT AND BACK COPIES, PLEASE\*\*

RETURN ALL ORIGINALS TO:  
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
LISA ALBRECHT  
950 17<sup>TH</sup> STREET, 7<sup>TH</sup> FLOOR  
DENVER, CO 80202  
303-585-4077

- **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Addendum/Amendment to Master Tax-Exempt Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee’s General and Incumbency Certificate – Exhibit 3.** - Include in your return package a copy of the board minutes or resolution for our files
- **Payment of Proceeds Instructions – Exhibit 4.** – Intentionally Omitted
- **Acceptance Certificate – Exhibit 5.** – Intentionally Omitted
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee’s Certificate – Exhibit 3.
  - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - **Schedule of Fees – Exhibit 2.**
  - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - **Class Action Negative Consent Letter – Exhibit 6.**
  - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

# Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: Independent School District No.622 (the "Lessee")  
2520 East 12th Avenue  
North St. Paul, Minnesota 55109  
Attention: Randy Anderson  
Telephone: 651.748.7511

Dated: June 30, 2016

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver

possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.65.

## ARTICLE VII

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

## ARTICLE VIII

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE IX

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be

entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### ARTICLE X

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### ARTICLE XI

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### ARTICLE XII

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned..

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### ARTICLE XIII

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys' fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:

**ADDENDUM (MINNESOTA)**  
**Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of June 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Independent School District No.622 ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to each Property Schedule shall remain in Lessor during the Lease Term for each such Property Schedule, subject to Lessee's rights under the Master Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 30, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and Independent School District No.622.

- 1. Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date.** The Commencement Date for this Property Schedule is June 30, 2016.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- 5. Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- 6. Proceeds.** Exhibit 4 has been intentionally omitted.
- 7. Acceptance Certificate.** Exhibit 5 has been intentionally omitted.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").  
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".  
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- 11. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622.

PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

\_\_\_\_\_ Address

\_\_\_\_\_ City, State Zip Code

USE: Fiber Optic Project - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

**Total Principal Amount:** \$1,650,204.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	30-Dec-2016	127,826.54	109,674.30	18,152.24	N.A.
2	30-Jun-2017	127,826.54	110,880.71	16,945.83	1,429,648.99
3	30-Dec-2017	127,826.54	112,100.40	15,726.14	1,317,548.59
4	30-Jun-2018	127,826.54	113,333.51	14,493.03	1,204,215.08
5	30-Dec-2018	127,826.54	114,580.17	13,246.37	1,089,634.91
6	30-Jun-2019	127,826.54	115,840.56	11,985.98	973,794.35
7	30-Dec-2019	127,826.54	117,114.80	10,711.74	856,679.55
8	30-Jun-2020	127,826.54	118,403.06	9,423.48	738,276.49
9	30-Dec-2020	127,826.54	119,705.50	8,121.04	618,570.99
10	30-Jun-2021	127,826.54	121,022.26	6,804.28	497,548.73
11	30-Dec-2021	127,826.54	122,353.50	5,473.04	375,195.23
12	30-Jun-2022	127,826.54	123,699.39	4,127.15	251,495.83
13	30-Dec-2022	127,826.54	125,060.09	2,766.45	126,435.75
14	30-Jun-2023	127,826.54	126,435.75	1,390.79	0.00
<b>TOTALS</b>		<b>1,789,571.56</b>	<b>1,650,204.00</b>	<b>139,367.56</b>	

**Interest Rate:** 2.200%

<b>Lessee: Independent School District No.622</b>
By: _____
Name: _____
Title: _____

EXHIBIT A

Property Description

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Fiber Optic Project

## EXHIBIT 2

### Lessee's Counsel's Opinion

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[To be provided on letterhead of Lessee's counsel.]

June 30, 2016

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Independent School District No.622  
2520 East 12th Avenue  
North St. Paul, Minnesota 55109  
Attention: Randy Anderson

RE: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622.

Ladies and Gentlemen:

We have acted as special counsel to Independent School District No.622 ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of June 30, 2016 (the "Master Agreement"), between Independent School District No.622, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

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**GENERAL CERTIFICATE**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_ of Independent School District No.622 ("Lessee") does hereby certify, as of June 30, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 30, 2016

Independent School District No.622

By: \_\_\_\_\_

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

Print Title:

**SIGNER MUST BE THE AUTHORIZED  
INDIVIDUAL EXECUTING THE DOCUMENTS.**

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 1** dated as of June 30, 2016 to the Master Taxable Lease/Purchase Agreement dated as of June 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of Independent School District No.622 ("Lessee") does hereby certify, as of June 30, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 30, 2016

Independent School District No.622

By: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

**SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL SHOWN ABOVE.**

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted

EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

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U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622

**Bank Qualified Tax-Exempt Obligation under Section 265**

**Check One:**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception: Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

**Language for UCC Financing Statements**

**Property Schedule No. 1**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Independent School District No.622

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 1 dated June 30, 2016 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

**INSURANCE AUTHORIZATION AND VERIFICATION**

Date: June 30, 2016

Property Schedule No: 1

To: Independent School District No.622 (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
1310 Madrid Street  
Marshall, MN 56258  
Attn: Lisa Albrecht

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$1,650,204.00, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent: \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
E-Mail \_\_\_\_\_

**Independent School District No.622**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name Of Agency:  
X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

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

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**Insurable Value: \$1,650,204.00**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 1**

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

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This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016 and the related Property Schedule No. 1 dated June 30, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

# Instructions for Form 8038-G

(Rev. September 2011)

## Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A <b>separate</b> Form 8038-G for <b>each</b> issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



*For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

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**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

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**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b> Enter the final maturity date of the GIC ▶ _____		
<b>c</b> Enter the name of the GIC provider ▶ _____		
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b> Enter the date of the master pool obligation ▶ _____		
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>		
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>		
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b> Name of hedge provider ▶ _____		
<b>c</b> Type of hedge ▶ _____		
<b>d</b> Term of hedge ▶ _____		
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>		
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>		
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>		
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b> Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of June 30, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), Independent School District No.622 ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated June 30, 2016 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$1,650,204.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ

legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

Independent School District No.622, as Lessee
By:
Name:
Title:
Address: 2520 East 12th Avenue North St. Paul, Minnesota 55109

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Independent School District No.622

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent For Independent School District No.622 Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**EXHIBIT 3**

**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of June 30, 2016 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), Independent School District No.622 (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 30, 2016 (the "Master Agreement") and Property Schedule No. 1 thereto dated June 30, 2016 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Independent School District No.622

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: Independent School District No.622</b>
By:
Name:
Title:

**Exhibit 6**

**Class Action Negative Consent Letter**

June 30, 2016

Independent School District No.622  
2520 East 12th Avenue  
North St. Paul, Minnesota 55109

RE: USBGLF/Independent School District No.622 - - Class Action Litigation Claims

Dear Randy Anderson:

U.S. Bank National Association (“U.S. Bank”) has established its policies and procedures relative to class action litigation claims filed on behalf of its clients’ accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Leland Hansen  
Vice President  
303-585-4594

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>Employer identification number</b>												
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.  
 \*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VIII. C. 1. RESOLUTION FOR ADOPTION OF THE 2015-2016 ANNUAL REPORT FOR DISTRICT 622 PARTICIPATION IN MINNESOTA Q COMP PROGRAM (ATPPS)

The Department of Curriculum and Staff Development would like to propose the adoption of the 2015-2016 Annual Q Comp Report required by MDE for District 622 participation in the Alternative Teacher Performance Pay System (ATPPS).

Each year, it is the responsibility of the Department of Curriculum and Staff Development to review the effects of the School District 622 Q Comp on teacher practice and student achievement, make plans to improve implementation in the following year, and submit the resulting report to MDE.

Therefore, the Supervisor of Educational Programming recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 622 that the 2015-2016 Annual Q Comp Report for District 622 be approved for submission to MDE by June 30, 2016.

MOTION:

SECOND:

## Q Comp Annual Report 2015-16

Please provide an update on the district Q Comp program for the current school year that includes the summary of findings and recommendations from the annual board report as required under Minnesota Statutes, section 122A.414, subdivision 3(a).

Submit the report in SharePoint according to the directions in the guidelines with the district name as the beginning of the file title (i.e., *ABC School District Q Comp Annual Report 062116*).

Please provide the following **District Identification Information**.

**District Name:** North St. Paul-Maplewood-Oakdale

**District Number:** 622

**Date Presented to the School Board:** June 28, 2016

Please address the following questions for each program component describing the implementation of the approved plan, the impact of implementation, findings from the program review and recommendations to improve program effectiveness. ***All information reported should be based on the current school year.*** It is recommended that each question be addressed with a brief summary of 3-7 sentences.

### Core Component: Career Advancement Options

#### Implementation

1. Are the teacher leader positions that were implemented this year the same as those outlined in the approved plan (approval letter and subsequent plan change approval letters)? yes no
  - a. If no, please explain what changes have occurred and why?

#### Impact

2. How did the work of teacher leaders through coaching, observing, mentoring, facilitating learning teams and performing other responsibilities impact classroom instruction? Teacher leaders at all sites were integral to the planning and implementation of each site's improvement process. During the summer, teacher leaders worked with administrators to review achievement data from 2014-2015 and create improvement plans for 2015-2016, including the identification of a specific instructional strategy per building and systemic supports to improve the work of collaborative teams. During the year, teacher leaders assisted in delivering professional learning at staff meetings, mentoring new teachers, supporting the work of collaborative teams, and observing teachers as they implemented targeted strategies.

3. How did the work of teacher leaders impact student achievement? Leaders helped implement research-based strategies of instruction, community building, and assessment, leading to growth in student learning. Leaders also, through their work with collaborative teams, helped teachers grow more focused on identifying causal relationships between instructional decisions and student learning.

## Review Findings

4. How did the training teacher leaders received impact their ability to fulfill the responsibilities of the position and meet the needs of the licensed staff members? At various sites, teacher leaders described the training they received as inadequate to be fully effective. Aside from instructional coaches, who went to extra training on giving feedback and refined their practice through their collaborative team work, the training given to leaders was minimal and focused on feedback during observations.
5. What did the results of the evaluations of the teacher leaders in their leadership roles demonstrate about the impact they had on the effectiveness of the licensed staff members? Teacher leaders also described little to no evaluation on their roles as teacher leaders. Some of this may be perception, as the evaluations may have been embedded in the feedback they got as teachers, but even so it appears that only sporadically do principals currently evaluate the teacher leaders within their buildings.

## Recommendations

6. How will the district use the review findings to improve the effectiveness of teacher leadership? The district has already scheduled training for June 2016 on facilitating group meetings which should have a direct impact on much of the work that teacher leaders perform. There will also be more training during the school year around offering feedback to teachers who are in a position in their growth where they aren't easily seeing next steps.

## Core Component: Job-embedded Professional Development

### Implementation

1. Are learning teams configured and meeting as outlined in the approved plan (approval letter and subsequent plan change approval letters)? yes no
  - a. If no, please explain the changes that have occurred and why?

### Impact

2. How did teacher learning from learning teams and other job-embedded professional development activities impact classroom instruction? Teams of teachers identified instructional strategies that would support student progress toward identified goals and together assessed the effectiveness of those strategies to refine their implementation. As a result of this work, teachers made important changes to their instruction that were guided by learning outcomes of students.
3. How did teacher learning from learning teams and other job-embedded professional development impact student achievement? Teams began the year by setting a goal for student learning that was focused on a high-impact standard. As teams went through cycles of collaborative inquiry throughout the year, the measured their students growth towards that standard. By focusing so specifically, teachers were able to see significant growth for all their students throughout the year.

## Review Findings

4. How did the sites or learning teams identify needs and instructional strategies to increase student achievement? Sites began the year by reviewing achievement and process data from the 2014-15 school year as a part of our district site improvement process. Leadership teams at each site set student achievement goals for 2015-16 and identified a targeted instructional strategy to be implemented throughout the year. Learning teams also identified a student learning goal that contributed to the building learning goal, and throughout they investigated a number of instructional strategies to reach that goal.
5. How did learning teams use data and implement the selected instructional strategies and follow-up on implementation? Learning teams engaged in cycles of collaborative inquiry following a pattern of Attempt-Assess-Analyze-Act, in which they implemented a new instructional strategy, formatively assessed its success, analyzed its effectiveness both for their students as a whole and for specific groups of students, and then acted on those results, both in the short term to intervene with students who had not mastered the material, and by using that information to inform the next cycle of collaborative inquiry.

## Recommendations

6. How will the district use the review findings to improve the effectiveness of job-embedded professional development? Teachers throughout the district self-assessed the work of their teams using a tool developed collaboratively by teachers and district leaders. The results of that self-assessment point to a need for more training around the use the data protocols to investigate assessment results, particularly protocols that bring about insight into how well instruction is working for underserved groups. Professional learning for leaders around these topics will be taking place this summer.

## Core Component: Teacher Evaluation

### Implementation

1. Are licensed staff members observed/evaluated as outlined in the approved plan (approval letter and subsequent plan change approval letters)? yes no
  - a. If no, please explain the changes that have occurred and why?

### Impact

2. What impact did the observation/evaluation process, including coaching, have on classroom instruction? Teachers refined and deepened their implementation of research-based instructional strategies by working with observer/evaluators. In some buildings, teachers were able to choose the aspects of teaching they wanted the observers to focus on, and so grew in their instructional ability as well as their ability to reflect on their own practice and set personal goals. Other sites focused their observation cycles around identified strategies and supported their implementation with building-wide learning, leading to deep, systemic implementation.
3. What impact did the observation/evaluation process, including coaching, have on student achievement? The implementation and refinement of the research-based strategies directly impacted the quality of the lesson, and therefore the learning, that took place during the observation. Further, the pattern of plan-act-reflect that was supported through the observation cycle leads to a greater responsiveness and evidence-based decision making on the part of

teachers even after the observer has left, leading to instruction that is results-driven and responds to the needs of the students.

## Review Findings

4. How did the feedback teachers received from each observation/evaluation assist in self-reflection and improved instructional practice? Observers met with teachers before the observation to go over the process and identify a focus for their observation. During the observation, observers collected objective data about the lesson. Afterwards, observers used reflective questioning techniques to enable teachers to make sense of the lesson, both its strengths and possible areas for growth. Throughout this process, teacher choice directed the focus and the nature of the feedback, and not only did teachers refine their implementation of a particular strategy, they strengthened their ability to reflect on their own practice.
5. How did the training observers/evaluators received throughout the year impact inter-rater reliability and their ability to provide constructive and meaningful feedback to all licensed staff members? Strategies for questioning and collecting data were covered in trainings that happened at the start of the year, and teachers had the ability to refer back to the resources at their leisure. Instructional coaches worked on their coaching strategies and techniques in collaborative teams on an ongoing basis. However, a number of observers expressed a desire for more in-depth training that continued more regularly during the school year, particularly strategies to use with teachers who are struggling to identify next steps in their growth.

## Recommendations

6. How will the district use the review findings to improve the effectiveness of teacher evaluation? In the next school year, the district will supplement our current training of observer/evaluators by offering new strategies through district-wide support committees and through trainings conducted by sites. These trainings will respond to needs identified by the observer/evaluators, and will be timed to allow for easy implementation.

## Core Component: Performance Pay and Alternative Salary Schedule

### Implementation

1. Are the performance pay amounts and standards the same as outlined in the approved plan (approval letter and subsequent plan change approval letters)?  
yes no
  - a. If no, please explain the changes that have occurred and why?
2. Is salary schedule movement or base salary increase based on the same measure of performance as outlined in the approved plan (approval letter and subsequent plan change approval letters)? yes no
  - a. If no, please explain the changes that have occurred and why?

### Impact

3. What percentage of all licensed staff met the standard to earn performance pay for the measures of student achievement? X%  
*Site Q Comp goals were based on the results of the Minnesota Comprehensive Assessments, the results of which are still preliminary as of the due date of this report to MDE. Further, the structure of the 622 Q Comp plan allows staff to earn*

*the performance pay through the observation process or student achievement, so the answer to #4 is an accurate reflection of how many staff successfully completed the process.*

4. What percentage of all licensed staff met the standard to earn performance pay for observation/evaluation results? 98.3%
  - a. What percentage of tenured licensed staff met the standard to earn performance pay for observation/evaluation results? 98.7%
  - b. What percentage of probationary licensed staff met the standard to earn performance pay for observation/evaluation results? 96.5%
5. Is performance pay awarded for another area (besides schoolwide goals, measures of student achievement and observation/evaluation results)?  
yes no
  - a. If yes, what percentage of all licensed staff members met the standard to earn performance pay for this other area? 98.4%
6. What percentage of all licensed staff met the standard to earn movement on the salary schedule or an increase in base salary? 97.6%
  - a. What percentage of tenured licensed staff met the standard to earn movement on the salary schedule or an increase in base salary? 99.5%
  - b. What percentage of probationary licensed staff met the standard to earn movement on the salary schedule or an increase in base salary? 89.3%

## **Recommendations**

5. How will the district use the data to improve the effectiveness of this core component? The results suggest that the alignment between the teacher evaluation program (School District 622 Teacher Development, Growth, and Evaluation) and Q Comp could be strengthened. During the 2016-17 school year, Q Comp leaders will investigate ways to bring those programs more in the same path.

## **General Program Impact and Recommendations**

1. What overall impact on instruction has the district or charter school seen as a result of implementing the Q Comp program? In the 10 years that our district has been involved in Q Comp, we have seen a greater focus on using student outcomes as the primary definition of success, and so our improvement cycles at each level have been more direct and aimed at those outcomes. We are more deliberate and purposeful in all the strategies we implement.
2. What overall impact on student achievement has the district or charter school seen as a result of implementing the Q Comp program? We have areas where we have seen significant growth in proficiency levels and made progress towards closing the achievement gap. Unfortunately, that progress has typically not been sustainable nor has it been systemic.
3. How will the district use the review findings to improve the overall effectiveness of the program? The district will be more intentional in training leaders, both classroom teachers and administrators, to support the work of teams in pursuing collaborative inquiry and using data to inform their decisions.

# 2015-2016 Q Comp Annual Report

# Background on the report

Mandated by MDE

Looks for compliance and impact

4 sites were reviewed by peer teams

Their reports compiled by Curriculum and Staff Development

## Key findings

Changes to documentation improved PLC process

Teachers found value in peer observation.

Career ladder teachers need more training

# Implications for 2016-2017

Continued refinement of PLC process - focus on data analysis

More training for career ladder teachers:

- Team Leader Institute
- Live training at sites during the year

VII. B. 1. RATIFICATION OF THE 2015-2017 NORTH ST. PAUL-MAPLEWOOD-OAKDALE PRINCIPALS' ASSOCIATION MASTER AGREEMENT

A settlement has been bargained between the North St. Paul-Maplewood-Oakdale Principals Association and Independent School District 622. The membership of the North St. Paul-Maplewood-Oakdale Principals Association has voted on and ratified the proposed agreement. The proposed settlement is a two-year agreement covering the years 2015-16 and 2016-17 with off schedule lump sum payments in both years and a total package cost with all associated costs of 2.60%.

Therefore, the Director of Human Resources recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the 2015-2017 the North St. Paul-Maplewood-Oakdale Principals Association Master Agreement be approved.

MOTION:  
SECOND:

**Tentative the North St. Paul-Maplewood-Oakdale Principals Association Settlement Summary**

	<i>2015-2016</i>	<i>2016-2017</i>
<b>Salary Schedule Improvement</b>	0% schedule improvement with off schedule lump sum payments - Year 1  \$250 lump sum for each principal that does not receive a step or longevity increase	0% schedule improvement with off schedule lump sum payments -Year 2  \$250 lump sum for each principal that does not receive a step or longevity increase
<b>Health Insurance Cap</b>	No Change	Single \$636.02/month Family \$1492.94/month
<b>Total</b>		<b>2.60</b>