

Princeton Public Schools - ISD 477

Tuesday, June 2, 2015 at 7:00 PM

Regular School Board Meeting

District Office Board Room

OUR VISION

NO BOUNDARIES TO LEARNING

OUR MISSION

TO DEVELOP THE POTENTIAL IN EACH PERSON THROUGH ACADEMIC & EXTRA-CURRICULAR PROGRAMS

1. PROCEDURAL ITEMS

- a. Call to Order and Pledge of Allegiance
- b. Roll Call
- c. Citizen Comments

2. REPORTS

- a. Board Members Committee Reports
- b. Student Council Report
- c. Superintendent Report

3. APPROVE AGENDA

4. DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES 3

5. CONSENT AGENDA

The consent agenda consists of non-controversial items that the Board adopts routinely without debate. Any single member may remove an item from consent agenda by requesting removal at the time the consent agenda is moved for adoption. The full text of items approved by consent may be found at the conclusion of the agenda.

- a. Personnel 6
- b. Fundraisers 7
- c. Gifts 9
- d. Grants 11
- e. Enrollment Count 12

6. DISCUSSIONS/INFORMATION/REPORTS

- a. Construction Update
- b. Middle School Handbook Updates 13
- c. Proposed Budget for 2015-2016
- d. Policies-1st Reading of Policies #714, 409, 410, 412, 413, 414, 415, 416, 417, 40

418, 419

7. ACTION ITEMS

- | | |
|---|-----|
| a. Resolution of Superintendents Contract | 122 |
| b. Milk Bid | 139 |
| c. Health and Safety Budget | 140 |

8. FUTURE MEETINGS

9. MEETINGS TO BE SET

10. ADDITIONS TO AGENDA

- 11. ADJOURN - Pursuant to Minnesota Statutes section 13D.05, subdivision 2(b), I
move to close the meeting for negotiation strategies.**

Prior to the beginning of the board meeting, Students presented Art to the Board Members and Winter Commendations were given out to students who made it to State during their winter activities.

Call to order and Pledge of Allegiance

The regular meeting of the School Board of District #477 was called to order by Chair Deb Ulm on the **19th day of May, at 7:30 p.m.** in the District Office Board Room.

Roll Call: Members Present: Jeremy Miller, Chuck Nagle, Deb Ulm, Howard Vaillancourt, and Chad Young, Craig Johnson and Eric Minks

Members Absent: None

Others present: Superintendent Julia Espe, Director of Business Services Michelle Czech

Student Council Representative: None

Citizen Comments: Elaine Philippi-discussed South Elementary and her desire to sell it.

REPORTS

Board committee meeting(s) and School Events each Board member attended.

Howard Vaillancourt: Community Ed Meeting, Policy Meeting, and Science Fair, School Board Scholar Banquet; Project Oversight Committee; Food Service Negotiations

Chad Young: Food Service Negotiations, School Board Scholar Banquet

Craig Johnson: Science Fair

Jeremy Miller: School Board Scholar Banquet

Eric Minks: Project Oversight Committee

Deb Ulm: Policy Meeting, Food Service Negotiations , and Meeting with the City of Princeton about facilities.

Superintendent Report: Superintendent Julie Espe: Talked about the legislature and updates on the initiatives. We submitted our application to the State for our online classes. The Care and Treatment position is getting worked on at this time. The STEAM program: Teachers have been going to trainings and our technology is coming along for the STEAM program. The Spanish Immersion program was a hit with 100 interested parents. We are looking for the for the new teachers. For our Marketing and Image Building we have a time line for the 2015/2016 school year.

APPROVE AGENDA as presented: Motion made by Jeremy Miller and seconded by Chad Young to

approve the agenda as presented. Motion passed unanimously.

DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES *Motion by Howard Vaillancourt and seconded by Jeremy Miller to approve the May 5th Regular Board meeting minutes as presented. Motion passed unanimously.*

CONSENT AGENDA

Motion made by Howard Vaillancourt and seconded by Chad Young, to approve the consent agenda items: Personnel, Bills, Wire Transfers, Treasurer's Report, Fundraising, Gifts, and Dental Provider. Discussion was made about the Dental Provider. Motion passed unanimously.

INFORMATION

Health and Safety- Michelle Czech presented the health and safety budget plan that we need every three years. The asbestos process that would normally be on the budget will actually will be part of our building project. Discussion was made about the air quality and in what buildings we have had tested.

Title I and ELL- Michelle Czech and Julia Espe spoke about our Title I programs and the possibility of hiring an EL teacher. We offer Title I programs at South and North. The goal is for Title I programming to be funded totally through Title I funding. Administration recommends using Basic Skills funds to cover the salary for an English Language teacher. Discussion was made about the possibility of the Title I para reductions.

Benefits Discussion- Julia Espe presented one of the budget adjustments that the District would be able to stop paying into TRA.

ACTION ITEMS

Second Readings of Policies: # 208, 209, 210, 211, 212, 301, 302, 303, 306, 401, 402, 403, 405, 406, 408. Each policy contained minimal changes-the district followed MSBA's suggested changes. Motion made by Eric Minks and seconded by Craig Johnson to approve the policies. Discussion was made to take a look at policy 209 again. Eric Minks made a motion to send Policy 209 back to the policy committee and take a look at that particular policy seconded by Craig Johnson. Motion passed unanimously to approve the policies and have the policy committee look at policy 209.

MSHSL- A short video was played from MSHSL about "Why We Play". Motion was made by Craig Johnson and seconded by Howard Vaillancourt to approve the resolution for membership in the Minnesota State High School League for the 2015-2016 school year. Upon roll call the following voted in favor: Jeremy Miller, Howard Vaillancourt, Craig Johnson, Chad Young, Deb Ulm. The following voted against: Chuck Nagle. Motion passed 6:1 to approve the resolution.

Personnel- Julia Espe talked about the tenured teacher reduction. Motion was made by Jeremy Miller and seconded by Chad Young to approve the resolution of the tenured teacher reduction. Upon roll call the

following voted in favor: Chad Young, Deb Ulm Jeremy Miller. The following voted against: Howard Vaillancourt, Craig Johnson, and Eric Minks. Chuck Nagle abstained. The motion did not pass. Jeremy Miller made a motion to bring the motion back to the table. That motion failed because the losing votes are not able to bring the motion back. Motion was denied.

FUTURE BOARD MEETING(s) INFORMATION

ADDITIONS TO AGENDA – none

ADJOURN - The meeting was adjourned at 8:49 p.m.

Recorder: Kari Osborne

Chair Deb Ulm

Clerk Eric Minks

6/2/2015

Name	Status	Job Title	Group	Replacing	Effective Date	Wage
Brenteson, Jody	New Hire	SpEd Teacher-HS	PEA	Thomsen, Lorence	2015-2016	\$36,295.00
Ostlund, Kristi	New Hire	Title 1 Teacher-NE	PEA	Bratulich, Becky	2015-2016	\$37,095.00
Johnson, Lauren	New Hire	SpEd Teacher-NE	PEA	Kettelhodt, Patty	2015-2016	\$36,295.00
Breault, Kelly	New Hire	Community Ed Secretary	Individual	Bakker, Kelly	5.26.15	\$18.22/HR
Pearson, Amanda	Change in Assignment-Going from Seasonal to Full time	Tiger Club-DO	Individual	N/A	6.1.15	\$15.30/HR
Hoskins, Brianna	Change in Assignment-Going from Seasonal to Full time	Tiger Club-DO	Individual	N/A	6.1.15	\$15.30/HR
Maltz, Denise	New Hire	Full Time Cooks Helper	Food Service	Terri Hermanson	2015-2016	\$13.57/HR
VonBank, Anthony	Resignation	Tech Integration Specialist	PEA	N/A	6.4.15	N/A
Rysavy, Kate	Extra Duty	Targeted Services-SE	PEA	Farmer, Joan	7.1.15	\$32.00/HR
Epse, Julia	Retirement	Superintendent	Individual	N/A	6.30.15	N/A

FUNDRAISING APPROVAL FORM

→ (10 pack or 20 pack of robots)

Date of fundraiser: ongoing until goal met		Projected profit: 2,880 → 5,376	Amount earned:
Group or organization proposing the fundraiser: Brenda Baird - 3-5 Technology Class Teacher		Item(s) being sold: None	
Company/organization supplying items to be sold: None - I'd like to use GoFundMe.com to raise funds online			
The money raised will be used for: Dash & Dot Robots educator packs to do coding/programming			
The school board recognizes a desire and a need for fundraising to support district programs or student activities. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.			Place a checkmark beside each box to indicate whether the criteria for fundraising are met.
Pupils may engage in raising funds, under the control of the school, for certain approved activities and for a limited number of charities, subject to the following conditions:			
		Yes	No
1.	Individual student participation is optional. Students will not be pressured to sell products or solicit funds and will not be required to meet a sales quota to participate in an activity or field trip.	X	
2.	The charity involved has been selected by the student body as one in which they wish to participate (if applicable).	NA	
3.	Addressed envelopes are available to people who prefer to donate directly rather than purchase a product.	X - online	
4.	The raising of funds shall not be done during normal class time. Students will be informed that they are not to fundraise during class time.	NA	
5.	Information is going home with the students to the parents explaining the district's fundraising policy.	NA	
6.	I have discussed this fundraiser with the administrator and have identified the purpose of the fundraiser.	X	
7.	The students participating in the fundraiser have been informed that they are representing the school, the student organization and the community in a responsible manner. All rules pertaining to student conduct and discipline extend to student fundraising activities.	NA	
8.	Door-to-door sales are discouraged, but if approved, students may be allowed to sell door-to-door according to the following standards: <ul style="list-style-type: none"> o K-8: Only allowed if a parent or guardian is with the student o 9-12: Groups of two or more students working together. 	NA	
I have reviewed Policy #511 Fundraising and agree to its provisions:			
Date: 5-27-15	Teacher/Sponsor Signature: Brenda Baird		
As administrator, I understand that approval of this fundraiser means that all provisions of the above policy have been complied with to my satisfaction. _____ APPROVED _____ NOT APPROVED			
Date: 5/27/15	Administrator Signature: [Signature]		
Date: 5/27/15	Superintendent Signature: Julia Espe		
Date:	School Board Chair Signature:		

FUNDRAISING APPROVAL FORM

Date of fundraiser: <u>9/28/15 - 10/12/15</u>	Projected profit: <u>\$18,500.00</u>	Amount earned:
Group or organization proposing the fundraiser: <u>South Elementary</u>		Item(s) being sold: <u>Misc. Items - Food</u>
Company/organization supplying items to be sold: <u>The Chip Shoppe</u>		
The money raised will be used for: <u>Field Trips / Student Activities</u>		
<p>The school board recognizes a desire and a need for fundraising to support district programs or student activities. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.</p> <p>Pupils may engage in raising funds, under the control of the school, for certain approved activities and for a limited number of charities, subject to the following conditions:</p>		Place a checkmark beside each box to indicate whether the criteria for fundraising are met.
		Yes No
1.	Individual student participation is optional. Students will not be pressured to sell products or solicit funds and will not be required to meet a sales quota to participate in an activity or field trip.	X
2.	The charity involved has been selected by the student body as one in which they wish to participate (if applicable).	N/A
3.	Addressed envelopes are available to people who prefer to donate directly rather than purchase a product. <u>The Chip Shoppe / Student envelopes</u>	X
4.	The raising of funds shall not be done during normal class time. Students will be informed that they are not to fundraise during class time.	X
5.	Information is going home with the students to the parents explaining the district's fundraising policy.	X
6.	I have discussed this fundraiser with the administrator and have identified the purpose of the fundraiser.	X
7.	The students participating in the fundraiser have been informed that they are representing the school, the student organization and the community in a responsible manner. All rules pertaining to student conduct and discipline extend to student fundraising activities. <u>In Kick-off meeting</u>	X
8.	Door-to-door sales are discouraged, but if approved, students may be allowed to sell door-to-door according to the following standards: <ul style="list-style-type: none"> o K-8: Only allowed if a parent or guardian is with the student o 9-12: Groups of two or more students working together. 	X
I have reviewed Policy #511 Fundraising and agree to its provisions:		
Date:	Teacher/Sponsor Signature: <u>Lisa A. Bekius</u>	
As administrator, I understand that approval of this fundraiser means that all provisions of the above policy have been complied with to my satisfaction. APPROVED NOT APPROVED		
Date: <u>5/11/15</u>	Administrator Signature: <u>[Signature]</u>	
Date: <u>5/6/15</u>	Superintendent Signature: <u>[Signature]</u>	
Date:	School Board Chair Signature:	

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: CMM A

Description of gift: Grant for Robotics (\$1000.00)

Pre-Condition, Condition, or Limitation on use:

Robotics Program

How this gift specifically relates to the program or school:

Money to be used for advancement of Robotics program.

This gift meets all requirements of Policy 706

Accepted Not Accepted

Principal or Director

Barb Mueh
Principal or Director

David Padlock
Staff Name

Date: 5-20-15

Accepted Not Accepted

Superintendent

Julia Espe
Superintendent

Date: 5.21.15

Accepted Not Accepted

School Board Chairperson

School Board Chairperson

Date: _____

Code Assigned: _____ Program Name _____

Routing:

Principal or Director (thank you note attached)

Copy to Building

Business Services

Board Approval

Revised: October 29, 2013

PRINCETON PUBLIC SCHOOLS
ACCEPTANCE OF GIFTS FORM

In compliance with school district Policy 706 (Acceptance of Gifts), this form must be completed for approval by the School Board before the district receives the gift or donation.

Please obtain Principal or Director signature prior to sending to board for approval.

Donor name: GoFundMe

Description of gift: \$170.38 from a donation website

Pre-Condition, Condition, or Limitation on use:
Used in Mrs. Franson's classroom.

How this gift specifically relates to the program or school: The money from the program will be used to purchase a kidney table to provide a space for Mrs. Franson to meet with small groups for more individualized instruction.

This gift meets all requirements of Policy 706
 Accepted Not Accepted Erin Franson Staff Name
[Signature] Date: 5/26/15
Principal or Director

Accepted Not Accepted Julia Espe Date: 5.27.15
Superintendent

Accepted Not Accepted _____ Date: _____
School Board Chairperson

Code Assigned: _____ Program Name _____

Routing:
Principal or Director (thank you note attached) Copy to Building

Business Services

Board Approval

Revised: October 29, 2013

WARRANT CHECK

Kanabec-Pine Community Health

905 Forest Avenue E. Suite 127
Mora, MN 55051
PH. 320-679-6330

FIRST CITIZENS NATIONAL BANK
MASON CITY, IA

72-160
739

NO. 010379

DATE
05/20/2015

CHECK NO.
10379

AMOUNT

\$4,000.00

*****Four Thousand And 00/100 Dollars

PAY TO
THE
ORDER
OF

ISD #477
706 1ST STREET
PRINCETON MN 55371

M. Kathi Ellis
Wendy L. Shomps

⑈010379⑈ ⑆073901602⑆ 10319675⑈

Vendor No. 1184

PLEASE DETACH BEFORE DEPOSITING

05/20/2015

Check No. 10379

Description	Invoice Number	Amount	Acct#/Svc	Dates	Total
bike rack & cement slab		1,000.00	05/07/15	05/07/15	
water bottle filling sta		1,000.00	05/07/15	05/07/15	
water bottle filling sta		1,000.00	05/07/15	05/07/15	
ECFE water bottle fillin		1,000.00	05/07/15	05/07/15	
					4,000.00

Received Grant from Partners in Healthy Living

2014-2015 ENROLLMENT

2015 DISTRICT ENROLLMENT TRACKING

		Original		10/1/2014												10/28/2014
		Budget	Opening	End of	Last Day of	Average	2014 ADM									
				September	October	November	December	January	February	March	April	May	School	Enrollment	End of Year	
South	K	222.8	233	231	229	229	231	232	231	232	233	233		231.00	222.88	
	1st	236.4	222	221	219	219	222	226	226	223	224	224		222.50	242.16	
	2nd	240.5	247	246	247	247	248	250	251	254	255	257		249.75	248.99	
	Sub Total	699.7	702	698	695	695	701	708	708	709	712	714	0	703.25	714.03	
North	3rd	244.2	246	244	243	243	243	244	244	242	242	241		243.13	230.34	
	4th	229.1	240	237	241	241	240	238	239	239	239	238		239.25	223.48	
	5th	224.3	229	228	228	228	226	226	226	224	225	225		226.38	255.67	
	Sub Total	697.6	715	709	712	712	709	708	709	705	706	704	0	708.75	709.49	
Middle	6th	254.9	262	260	260	258	260	260	259	259	259	260		259.38	262.87	
	7th	258.9	267	268	268	266	267	267	269	268	266	267		267.38	267.97	
	8th	270.3	279	276	277	276	273	273	273	273	273	272		274.25	256.91	
	Sub Total	784.1	808	804	805	800	800	800	801	800	798	799	0	801.00	787.75	
High School	9th	259.7	267	267	265	265	263	261	263	260	259	259		262.88	257.89	
	10th	253.5	254	251	255	256	253	253	254	253	246	246		252.63	265.16	
	11th	251.8	252	249	247	248	249	247	245	244	245	244		246.75	247.10	
	12th	245.3	261	255	251	252	250	250	249	249	225	225		247.63	234.85	
	Sub Total	1010.3	1034	1022	1018	1021	1015	1011	1011	1006	975	974	0	1,009.88	1,005.00	
K-12 Total		3191.7	3259	3233	3230	3228	3225	3227	3229	3220	3191	3191	0	3,222.88	3216.27	
			3259	-26	-29	-31	-34	-32	-30	-39	-68	-68	-3259	-36		

WELCOME MIDDLE SCHOOL STUDENTS

Dear Students and Parents: Welcome to the Princeton Middle School education team! As your child's primary teacher, you are very important to the success of his/her educational experience. Because we share a common goal of quality education, it is important that we support one another's efforts to meet that expectation. We truly see you as a partner with us and encourage your involvement, communication, and presence at Princeton Middle School. We understand that your child means the world to you. We want you to know that we will provide a safe, positive, and challenging learning environment for all. This handbook has been developed for the purpose of interpreting our school expectations to its students, parents and other friends. Both students and parents should become familiar with the policies, procedures, and activities associated with Princeton Middle School. In the middle years, skill application takes on much more importance as it relates to school, home, and community. Students are finding their strengths and needs; the interest in learning takes on new dimensions. Students explore and become involved in new areas of interest. Encouragement at home and from staff at school will go a long way toward stimulating and maintaining that interest. We want all students to be happy at school and learn all they possibly can. Student success is very important. To make sure students are successful we implement our Tiger Pride or Honor Code Expectations:

I WILL RESPECT.....MYSELF.....OTHERS.....PROPERTY.....COMMUNITY

Tiger Pride addresses the entire school; classroom, hallway, technology, bus, cafeteria and lunchroom. Our goal is to work as a team to learn more, support each other, and have fun in the process.

We are looking forward to another exciting year, filled with many new opportunities and challenges promoting learning and growth. Let's work together to make this school year an enjoyable and rewarding experience for everyone. Respectfully,

Daniel Voce
Assistant Principal

Sarah Marxhausen Dan Voce, Principal

Sarah Marxhausen,



PRINCETON MIDDLE SCHOOL

District Mission Statement

To develop the potential in each person through academic and co-curricular excellence.

District Vision

No boundaries to learning.

Middle School Philosophy

The administration, faculty, and staff expect each student to:

1. Manage yourself by solving your own problems with staff guidance.
2. Always do your best, be on time, and be prepared to learn.
3. Take responsibility for choices made.
4. Treat others with kindness and respect.
5. Take care of district property and equipment.

Middle School Administration Dan Voce-Principal
389-6739 Sarah Marxhausen-Assistant Principal

389-6750 Joan Bullivant-Counselor
389-6751 Bobbi Benner-Counselor 389-6753

School Contacts

To e-mail a staff member use the following format: first name.last name@isd477.org

Princeton School District #477 web site: www.princeton.k12.mn.us

Middle School Office/Attendance: 763-389-6704

Health Office: Amy Oliver: 763-389-6723

Daily Schedule

The schedule is adjusted by staff and varies by grade level:**8:00 - 8:05** Students remain in the cafeteria area
until released**8:20 - 8:40** T/A **8:45 - 3:10** Core classes and specialists**11:26 - 1:10**

Student lunch periods

3:20 Busses depart. **For the safety of students, after 3:25 all students on school grounds need to be under the direct supervision of a teacher, coach, and/or staff member. If not under direct supervision, students need to leave school grounds.**

Criminal Background Check (ISD 477 Policy 404)

The purpose of this policy is to maintain a safe and healthy environment for students. Pursuant to this policy, the school district shall seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also shall seek criminal history background checks for individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to: all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history backgrounds for other volunteers, independent contractors, and student employees.

Physical Education Dress Code

Students will need to purchase a Phy-Ed uniform (t-shirt and shorts) to wear for their physical education class. The cost of the pair will be \$15 and can be purchased in the office. Tennis shoes and socks are required. Students are expected to wear the uniform on a daily basis. If they forget their uniform they will be required to participate, but they may lose partial credit for the day. If they damage or lose their shirt or shorts, they will need to purchase a second pair. Financial assistance will be available for those who qualify, contact the office if you think you may qualify.

Photos/ Videos in School/ District Publications/ Media Sites

Throughout the year, photographs and video are taken in classrooms, around the school, and at school activities. Some of these may be published in local newspapers, within the Middle School, District 477 publications, broadcasted on television highlights within the building, or shared with other schools in the state or even nationally. The middle school gets a lot of attention because of our PBIS initiatives. Parents may request that their children’s photographs and/or video and identifying names not be published or shared. Please make your written request to the principal. (This does not apply to pictures of school events taken by the news media. They are responsible for negotiating their own process for obtaining permission from parents or legal guardians to publish movies or photographs).

Academic Information

Teachers will give more detailed specifics about behavior and academic expectations in their classrooms.

HomeworkCurrent research shows that completing homework has immediate and long-term effects on achievement and learning. In fact, a student of middle school age that completes his/her homework will outperform students who do not. Therefore, with best

practice research and middle school developmental stages in mind, students may have homework in the evening. The amount of effort a student puts forth in class may determine whether they have more or less homework.

Late Work

At Princeton Middle School we expect all students complete their work on time. Excused Absences will have two days for every day they are absent to make up assignments that they missed. Teachers may have additional expectations for late work.

Student Planner

Students will receive an academic planner at the start of the school year. **Students are expected to have their planner with them in all classes and in the halls except when going to lunch.** The planners will be used to record classroom agendas and homework and will act as a pass for any travel within the building. The planner should be shared daily with parents. A student traveling without their planner may be escorted back to their classroom for proper permission. Passes can be reduced if they are misused. **Replacement cost for a lost or damaged planner is \$5.00 and may be purchased in the office.**

Grading Guidelines

Grading System and Report Cards

The evaluation of student achievement is one of the important functions of each teacher. Report cards are issued at midterm and at the end of each trimester. The accepted marking system is as follows: A - Excellent B - Good C - Average

D – Poor N - Not Acceptable I - Incomplete

Purpose/Definition of Grading: The purpose of grading is to show what students know and are able to do in relation to course standards. Grading: a) reflects academic achievement, b) contains meaningful feedback, c) aligns with Princeton Public Schools Curriculum, and d) reflects consistency among classes, grade levels, and/or departments.

Formative (practice) and Summative (achievement) grading percentages

Academic Practice (Formative) Assessments are given while a student is learning the material. This is designed to provide direction for both students and teachers

- Practice (formative) assessments include activities such as teacher observations, quizzes, homework, rough drafts, peer editing, and notebook checks, etc.
- Practice (formative) assessments will make up 25% of a student's overall grade.

Academic Achievement (Summative) Assessments are given after completing a sequence of instruction and practice. Students are ready to be responsible for the material.

- Academic achievement (summative) assessments include: final drafts, tests, exams, projects, essays, and performances, etc.
- Academic Achievement (Summative) Assessments will make up 75% of a student's overall grade.

Friday Folders

In addition to report cards, parents will receive progress reports and missing assignment reports. Parents will receive these reports on student progress in the Friday Folder each week. Students are expected to bring home this folder, have their parent(s)/guardian(s) sign it, and bring it back the following school day. If you do not receive a report, please contact your student's TA teacher. In addition, parents are encouraged to view their students' grades online through the Skyward Program. Passwords for this program can be accessed through the office and/or through your student's TA teacher.

Overtime Program - Academic intervention and support

Students who need academic assistance in their classes and coursework may be referred to our "Overtime" program by their teaching team, guidance counselor, or advisor. The "Overtime" is every Tuesday and Thursday night from 3:30 - 5:30 pm. Students in the program will work with a team teacher/mentor to assist, guide, and track student progress. Every two weeks student grades will be reviewed. Students who have shown progress will be exited out of the program. Students who do not make adequate progress on their grades at the end of the school year may be enrolled in our summer "Overtime" program.

Incomplete Grades

Students who have incomplete work and are not meeting adequate progress in their courses will receive an "I" at the end of each trimester. Students will be given a **two-week** window in which to complete any missing or late assignments. Students may need to re-do assignments to improve their scores. Our goal is to help students successfully complete their courses and learn the necessary skills to be successful in high school and beyond.

Parent Teacher Conferences

Conferences bring student, advisor, and parent(s) together. This conference provides an important communication link between parents and the school. The conference will last 15-20 minutes where students and parents will share the report card and work samples. Parents are always welcome to conference with teachers on any school day. To meet with a teacher in addition to scheduled conference nights, please contact your student's teacher(s).

Roles and Responsibilities

In order to promote life-long learning, Princeton Middle School has established the following roles and responsibilities. The goal is to ensure that all students are successful in developing skills necessary for academic achievement.

Teacher Responsibilities

- Teachers present standards, learning goals, and expectations for student success on an ongoing basis.
- Teachers will further define academic expectations and communicate to students/parents when they are not being met.
- Teachers/Team will refer and support students who are in need of academic assistance through the defined action plan.
- Teachers/Team will work with referred students and parents to fulfill academic requirements in a timely manner.
- Teachers teach students.

Student Responsibilities

- Students will follow teacher and school expectations.
- Students will meet outcomes according to timelines given by the teacher.
- Students will be responsible for their learning by seeking clarification and assistance from teachers.
- Students will take home the Friday Folder information for parents to review, sign, and bring back to school the next day.
- Students learn required information.

Parent Responsibilities

- Parents will review the contents of the Friday Folder and sign it on a weekly basis.
- Parents will provide a time and place at home for students to complete schoolwork.
- Parents will partner with teachers and school to ensure academic success for the student.
- Parents will assist their students in fulfilling academic requirements in a timely manner.

Action Plan:

- Teachers will identify students who are in need of academic support.
- Students may lose extra-curricular activities until satisfactory progress is made as determined by administration.
- Students are expected to attend "Overtime" (extended school day) until satisfactory progress has been made.
- Failure to meet academic outcomes by the end of the year will result in attendance in summer school programs.
- Failure to meet academic outcomes by the end of summer may result in temporary retention until all outcomes are met.

Attendance

Research has shown there is a direct link between attendance in school and academic success. Additionally, building a lifelong attitude that attendance is important will lead to success on the job! Parents are requested to notify the attendance office by telephone (389-6704) each day of the students' absence or bring a parent note upon returning to school (if a parent does not call the school, a representative of the school will call home to verify absence). Any unverified absence is an unexcused absence. The authority to decide whether an absence is excused or unexcused rests with the administration.

Excused and Unexcused Absences Excused absences are those requested by the parent and approved by the school. Examples may include: Illness of student (doctor verification may be requested), illness or death in the family, required court appearance, dental, medical, or counseling appointments, official school field trips, co-curricular activities, and other reasons upon approval of administrator.

School Response to excused absence concerns:

- 7 or more absences may result in a parent contact (doctor note may be required)
- Further absence(s) may be considered unexcused
- 10 or more absences may result in a referral to a county agency, parent meeting, and/or possible court action

Unexcused absences may include but are not limited to: missed bus/bus suspension or loss of service, oversleeping, weather, late to school, work, babysitting, needed at home, and/or student not immunized. In addition, telephone/written verification not received in the middle school office within 2 days upon returning school, excessive absences without appropriate doctor's note or when prior approval has not been obtained through the office. Any portion of the day or part of a class may be counted as an unexcused absence.

School Response to unexcused absence concerns:

- 3 and 5 absences may result in a parent contact/meeting and/or referral to a county agency
- 7 absences is considered habitually truant and may result in referral to county services (state law) and possible court action
- Students who have unexcused absence(s) may be required to make up the unexcused time before, during, or after school hours. Note: this may require parents/guardians to provide transportation.

Truancy

According to Minnesota Law/Statute 260A.02 Subd. 3, a pupil is considered a continuing truant if absent on three (3) or more class periods on three (3) or more days without a valid excuse. According to Minnesota Law/Statute 260C.007 Subd. 19, a pupil is

considered a habitual truant if absent on seven (7) or more class periods on seven (7) or more days without a valid excuse. The school must notify county and will notify parents.

Tardiness Students late to school should report to the office to receive a pass. Students late to class are expected to have a pass. Any staff can ask to see a student's pass if in the hall during class time. Teachers will record unexcused tardiness, which may result in a teacher detention. Chronic tardiness may result in parent contact and referral to an administrator. **Three unexcused tardies can result in one unexcused absence.** Each morning administration will "sweep" the hallways. Students in the hall without a pass will report to the media center and educated on the importance of being on time. The students may receive consequences for tardiness.

Pre-Arranged Absences Students should present written parental request to the middle school office for any prearranged absences. Students will be given a form for teachers to sign and record homework assigned for the time missed.

Make-Up Work When students return to school they are responsible to get their make-up work and will receive full credit for work missed when completed upon the teacher's deadline. Unexcused absences may have grade adjustments determined by the team of teachers.

Leaving School During The Day

Students should provide a parent note or phone call at the start of the day to leave during school hours. Students can be picked up from the following: parent(s), legal guardian(s), emergency contact(s), or a written permission from parent/guardian stating whom will pick up their son/daughter. Students are not allowed to leave school by themselves during the school day. The failure to properly check out of school will be recorded as an unexcused absence.

Care of Property

Vandalism/Property Damage

The Princeton community and schools are fortunate to have a state of the art middle school facility. It is the responsibility of everyone to respect school property and property belonging to someone else. If you see someone damaging or vandalizing, please report this to a staff member. Students involved in vandalism will be expected to reimburse the district for any damages in addition to further consequences to be determined by school administrators.

Theft

Please report to a staff member or office personnel any time you have witnessed or been victimized by someone. Remember to lock your school and gym locker when not in use and do not share the combination with others. Leave valuables at home. Students are discouraged from bringing more money than what they need to spend at school each day. The school is not responsible for lost or stolen money and/or property on school grounds or at school activities. Administration will determine consequences for theft while following the school district's policy. This may include but is not limited to: parent contact, in-school suspension, out-of-school suspension, restitution, and/or notifying the police resource officer.

Food Students should only consume food/drink in the cafeteria or in a classroom when approved by a staff member. Open beverage containers in the hallway areas are prohibited and may be confiscated by staff. Due to the high caffeine content in energy drinks and soda pop, as well as the effects they have on adolescents, they are prohibited at school. Only water in clear containers is allowed. Colored liquids and colored and/or opaque containers are not allowed. Teacher and/or staff member discretion will be given in regards to the clear water bottles being allowed in the individual classrooms. Please note that there are drinking fountains in each wing and throughout the school available for students.

Lockers All students will be assigned an individual locker. **You should use only the locker assigned to you!** For your protection, it is necessary that you do not reveal your combination to any other person. Once assigned a locker, this is your locker throughout the school year; locker changes need to be pre-approved through the front office. Each student will have one locker, sharing of lockers or moving lockers is prohibited. Valuables should never be left in your locker even though you have it locked. The school is not responsible for personal property losses. Any loss, however, should be reported immediately to administration. **The lockers are school property and the law permits the inspection and/or search of student lockers at any time.** Student privacy will be respected in light of this understanding. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. School authorities may for any reason conduct an inspection of the contents of lockers at any time, without notice, without student consent, and without a search warrant.

Student Management

Vision Our vision is to extend the learning from the classroom into an innovative and clearly defined student management system. This is essential to stop ongoing behavior problems and educate students on how the choices they make, affect themselves and others. Staff will encourage positive "Tiger Pride" student behaviors and will use Positive Behavioral Interventions and Supports (PBIS).

Mission Educate students to take accountability for their actions and develop a plan to make better choices in the future. To understand that they have an opportunity to be successful within the educational setting and to appropriately resolve any social conflict they encounter. To realize they independently have the opportunity to make decisions that will enable them to be successful.

Student Conduct and Expectations

Students are responsible for their own actions and behaviors. Students are expected to demonstrate respect and responsibility by following school rules. The administration of Princeton Middle School recognizes that it is impossible to list all behaviors that are unacceptable in a learning community such as ours. By necessity, the administration must reserve the right to disallow any behaviors that are not acceptable. Students are expected to solve individual differences in a non-violent manner. Physical confrontation of any type will not be tolerated.

Students who violate this code of conduct are subject to school disciplinary action, including suspension and/or expulsion, as well as referral to local authorities for possible criminal prosecution. Administration may use consequences as deemed necessary for altercations, incidents, and behaviors not specifically mentioned in the handbook. Students must cooperate in all disciplinary investigations and procedures. Non-cooperation in investigations may subject student(s) to discipline.

Planning Room Students can come to the Planning Room for support, either academic or behavior. Students can report offensive behaviors to the Planning Room where a staff member will assist students in addressing the behavior and will help find solutions. Students can learn self-advocacy skills, replacement behaviors, and academic support.

Restitution Room

This is where students will be initially placed following removal from class or other disciplinary incident(s). Students sent to the restitution room should report to the office until they can meet with the supervisor. Students have the opportunity to reflect on the situation, repair their mistake, and create a plan to make a better choice in the future. Depending upon the incident, an effort will be made to contact the parent either by a staff member, teacher, and/or student. Frequent or more severe behavior will be referred to administration.

Student Responsibilities during Detention 1. Students are to be in detention on days assigned unless they are excused in advance by staff member. 2. Students are expected to be on time, sign in, and sit in assigned seat. 3. Students are expected to follow staff instructions. 4. Refusal to make up a detention may result in further consequences determined by an administrator.

Teacher Detention

Teacher detention is assigned and supervised by individual teachers. Students are required to attend at the assigned time (this may include before, during, and/or after school) and are responsible for transportation home. Students may also be assigned lunch detention and are required to serve their detention during their lunch period, which may include a nutritious bag lunch.

Lunch Detention (through the office)

Students may be assigned a lunch detention through the office. Students are expected to report directly to the assigned lunch detention area. A nutritious bag lunch, instead of a hot lunch, will be provided to the students. The students are expected to be on time, sign in, stay seated where staff determines, not participate in talking and/or other distracting behaviors, and demonstrate respect toward the monitor and other students in the area. Failure to comply with these expectations may result in additional lunch detentions and/or more severe consequences.

In-School Suspension (ISS)

In-school suspension is held during the school day in the office.

1. Students will complete provided learning materials and classroom assignments. 2. ANY electronic device, talking, non-verbal communication, and/or sleeping is not allowed.
3. Lunch will be eaten in the office. A nutritious bag lunch will be provided.
4. Failure to comply with ISS rules may result in additional ISS time, OSS, and/or administrative meeting.
5. Students placed in ISS may not participate in after-school activities.

Out-of-School Suspension (OSS)

Out-of-school suspension will be used at the discretion of the administration, under the guidelines of The Pupil Fair Dismissal Act. Some possible examples include but are not limited to: fighting, harassment, vandalism, weapon violation, stealing, threats made toward students and/or staff members, smoking, truancy, chemical possession and/or use, insubordination, and/or other inappropriate acts. Student schoolwork assigned during a suspension period must be completed. A parent conference may be required upon the student returning to school. **Profanity/Offensive Language** Profanity is any use of language that may be offensive to others and will not be tolerated in the school, on school property, or at school functions. Depending upon the severity of the language and/or the

context of how it was used, consequences may include but are not limited to: parent contact, detention, in-school suspension, out-of-school suspension; at the discretion of the administration.

Safe School Zone Minnesota Statute 152.021 - 152.023 and 609.66 has declared the area surrounding schools as a drug free and weapon free zone. This zone begins at the boundaries of the school property and extends 300 feet from that point, or one city block, whichever is greater. The court toward adults may administer tougher penalties and juveniles caught possessing or selling illegal drugs, or possessing a dangerous weapon within a school zone.

School Disruption

Any student who disturbs or interrupts the peace and good order of the school or school sponsored activities whether on or off the school campus, will be subject to disciplinary action, which may include filing a police report. Any dangerous threats to normal school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist, are unacceptable.

Public Displays of Affection

The school is not an appropriate place to openly display affection. Students need to use good judgment regarding this and are asked to refrain from such inappropriate displays inside our building or on school property. If such behavior occurs, the following may take place: warning, parent contact and/or further disciplinary action.

Insubordination

A student is insubordinate when a staff member makes a reasonable request to a student and the student refuses to cooperate. It is expected that students work with and answer administration's questions when needed. Depending upon the severity of insubordination, consequences may include but are not limited to: parent contact, detention, in-school suspension, out-of-school suspension; at the discretion of administration.

Student Dress Code

The responsibility for the appearance of the student rests with the student and parents themselves. They have the right to choose proper student dress providing that the attire is not destructive to school property, complies with the health code of the State of Minnesota, and does not interfere with the educational process or school policy. Certain apparel is not appropriate for school, based upon the guidelines of health, safety, and its potential for disruption: 1. Shoes must be worn at all times. 2. Clothing of a revealing and/or distracting nature such as short pants, tops, and dresses, exposed underwear, bra straps, wallet chains, or low riding pants (**pants need to be worn on hips and/or at waist level, no underwear being shown**) may not be worn to school. **Students may monitor the length of their shorts or skirt. When standing, if they place their arms straight down at their side, they should touch the material of their shorts or skirt. If they touch skin they're too short and they cannot be worn. When monitoring length, the garment should rest freely. Straps need to be the width of at least two fingers.**

3. Clothing or items of dress showing drawings of or reference to any illegal drug, tobacco, alcoholic beverage, or other substance is prohibited. Obscene writing, drawings, t-shirt transfers indicating inappropriate and/or inferred messages may not be on clothing worn to school. Articles of clothing representing or suggesting gang membership or displaying gang insignia will not be accepted (i.e. displayed bandanas, etc.).

4. No items such as hats, scarves on heads, bandanas, backpacks, sunglasses, chains hanging from pockets or outerwear including jackets, coats, etc. should be worn during the school day without specific permission from an administrator or teacher.

5. The school has the right to restrict manner of dress or length of hair when it pertains to the health and/or safety of a student in that teacher's specific areas.

6. When an infraction of the dress code occurs, a staff member may ask the student to change into clothing that he or she may have, go to the office for a change of clothing (including belts and/or ties for low riding pants), and/or parent contact. If the violation cannot be remedied at school, the student may be sent home to change into appropriate clothing. Continuous inappropriate dress may result in further consequences.

Cell Phones, Other Personal Communication Devices, and Music Devices

The use of cellphones and other electronic devices at school can create a disruption to the learning environment and may jeopardize student safety during potential emergency situations. The use of cell phones and/or other electronic devices may be used during class time for educational purposes only, pending staff approval. Students may only use these devices under the supervision of a staff member or they remain in your locker. Cell phones and/or other electronic devices are to be used only for the intended purpose, as approved by supervising staff, not as distractions to the school day. The use of cell phones and/or other electronic devices in locker room facilities, bathrooms, and/or activity nights is strictly prohibited at all times (including before, during, and after school).

Students sending or possessing inappropriate messages and/or pictures during the school day is prohibited. Students videotaping, audiotaping, or taking pictures, without others' permission is prohibited. School authorities reserve the right to review the picture, audio, and video content of any cell phone brought on school property. Students are expected to demonstrate positive digital citizenship toward self and others, use technology for intended purposes, maintain the privacy of others, and model positive online etiquette. The district is not responsible for electronic devices brought to school if lost, stolen, and/or damaged.

If a violation occurs, staff will confiscate the electronic device. It may be turned into the office. Disciplinary action may include: confiscation, conference with administration, parent contact, loss of privilege, and/or suspension. 1st offense: student may pick up the device in the office at the end of the day, 2nd offense: parent/guardian picks up the device, 3rd offense: student may lose the privilege to have electronic devices at Princeton Middle School. *Note: Consequences may be more severe depending upon the infraction with the electronic device. Any exception to this policy for emergency purposes must have prior approval by building administration.

Inappropriate Postings

Taking, posting, sending and/or receiving sexually explicit photos that are retrievable within a school facility or grounds, is strictly prohibited and there is a possibility of severe consequences; this may be deemed as sexual harassment. In addition, anyone who photographs, records (including but not limited to video and audio taping), in possession of, and/or transmits information on another student or staff member will be subject to discipline as this is unacceptable and is in violation of student conduct expectations. Consequences include but are not limited to: loss of privilege, parent contact, suspension or expulsion, and/or notifying law enforcement officials. Exceptions to these expectations need prior approval through administration.

Harmful or Nuisance Items

This includes all electronic devices, cameras, laser pens, roller blades, skateboards, hacky sacks, expensive jewelry or personal items, large sums of money or any item deemed disruptive by school staff. Unauthorized use of nuisance items will result in the item being confiscated and may require a parent meeting with administration to have the item returned. Repetitive violations may result in the item being confiscated until the end of the school year. The school district will not be held responsible for items lost or stolen on school property.

Bikes, Skateboards, Rollerblades, and Other Wheeled Items

Bikes and skateboards may be used for transportation to and from school, but they may not be used on school property. Skateboarding on school property is prohibited. For the safety of all students, staff, parents and visitors, students may not use wheeled devices past the bike rack. Skateboards, rollerblades, and other wheeled devices may not be used during school hours and must be stored in the office or in student lockers. First offense: Student will be warned. Second Offense: Parents may be notified and they may have to pick up the item. Third Offense: Loss of privilege for the remainder of the school year.

Harassment (ISD 477 Policy 413)

Harassment/discrimination is a violation of state law and policies of District #477. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence through personal or electronic contact. All persons associated with the school including but not limited to the administration, staff, and students shall conduct themselves in a way to provide an atmosphere free from racial, religious or sexual harassment, discrimination or assault in written, verbal, electronic, or physical form. If you are a victim of harassment or witness harassment, you should report it to a staff member immediately. Students may be required to participate in training designed to increase sensitivity to the issue of harassment and/or may face dismissal/suspension or other disciplinary action per school board policy. For more information, please see District Policy #413 on the District Website.

Bullying Prohibition (ISD 477 Policy 514)

A safe and civil environment is needed for students to learn, attain high academic standards, and to promote healthy human relationships. Bullying is conduct that interferes with students' ability to learn and teachers' 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. Princeton middle school takes several steps to educate students on bullying, one of which is the Olweus Bullying Prevention Program. This is an evidence-based, highly accredited, nation-wide program supported by the Hazelden Foundation.

Student bullying is defined in MN statute as: a) intimidating, threatening, abusive or harming conduct that is objectively offensive and b) there is an actual or perceived imbalance of power between the students and c) the conduct is repeated or forms a pattern; or d) materially and substantially interferes with a student's educational opportunities, performance, or ability to participate in school functions or activities, or receive school benefits, services or privileges. Cyberbullying is defined as bullying using technology and/ or other electronic communication.

The purpose of the bullying policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior, either by physical, verbal, or electronic means. We will take action to investigate, respond, remediate, and discipline those acts of bullying, which have not been successfully prevented. Report any offensive behavior to your teacher, guidance counselor, the planning room, a trusting adult, or an administrator. For more information, please see District Policy #514 on the District Website.

Hazing Prohibition (ISD 477 Policy 526)

The school district maintains a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times. "Hazing" means committing an act

against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. The building principal is the person responsible for receiving reports of hazing at the building level. For more information, please see District Policy #526 on the District Website.

Fighting/Physical Assault

Fighting is when two or more individuals attempt to and/or intentionally cause physical harm to each other. Fighting may include verbally or physically contributing to any situation in which the use of physical force is threatened or demonstrated. Students involved may be suspended from school up to ten (10) days in/out-of-school suspension as determined by administration. If a student violently directs an attack on another person: The student may be initially suspended for ten (10) days, and may be recommended to the Superintendent and School Board for expulsion.

Internet Acceptable Use and Safety (ISD 477 Policy 524)

The use of the school district system and access to the Internet is a privilege, not a right. Depending on the nature and degree of the incident and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws. Use of the Internet is recognized as a useful educational tool in support of education and research when consistent with the educational goals of the Princeton School District. For more information see District Policy #524 on the District Website.

Activities

Middle School Activities Philosophy

Middle school students need a variety of activities through which they can experience success in academic, athletic, and fine art arenas. At this level of competition the emphasis is put on participation both during contests and practices. Each participant will be given the opportunity to develop his/her skills. Contests will be scheduled to develop the students' abilities as well as to prepare them for competitive situations. Our first goal is to allow students a chance to participate to enhance their fundamental skills; our second goal is to win the contest.

Middle School Activities Mission

Our mission is to support and enhance the learning process for all our students by providing quality programming not typically found in regular course curriculum.

Middle School Activities Goal

Our goal is to provide all students with a variety of quality activities in which to participate. Because we offer a wide variety of activities, it is our intention to have as many students participate in co-curricular activities as possible.

Code Of Conduct

Princeton Schools encourage participation in activities. However, **participation in activities is a privilege, rather than a right.** Students who elect to participate in activities will be expected to exemplify high standards of behavior. Behaviors considered by the coach, advisor, activities director or principal, to be inappropriate for a representative of Princeton Schools will not be tolerated. Such behaviors, both on and off school property, may result in suspension or removal from any or all activities.

MSHSL (Minnesota State High School League) Rules

Good Standing & General Eligibility (MSHSL Bylaw 206)

The member schools of the Minnesota State High School League (MSHSL) believe that participation in interscholastic activities is a privilege, which is accompanied by responsibility.

As a student participating in Princeton Middle School's interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the rights and property of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country and will respect those who are responsible for enforcing these rules.
- Assault on any person will not be condoned by the League and will be dealt with by the school administration and the local authorities.

NOTE: Any allegation of sexual, racial or religious harassment or violence may also constitute a violation of this bylaw.

PENALTY: A student who is dismissed or who violates the Student Code of Responsibilities is not in good standing and is ineligible for a period of time as determined by the school principal, acting on the authority of the local board of education. The MSHSL specifically recognizes by this policy that certain conduct requires penalties that may exceed those penalties typically imposed for first violations.

Chemical Eligibility (MSHSL Bylaw 205)

Philosophy and Purpose

The Minnesota State High School league recognizes the use of mood-altering chemicals as a significant health problem for many adolescents, resulting in negative effects on behavior, learning, and the total of each individual. The misuse and abuse of mood-altering chemicals for some adolescents affects extra-curricular participation and development of related skills. Others are affected by the misuse and abuse of family, team members, or other significant persons in their lives.

Rule: During the school year and all non-school year, regardless of quantity, a student shall not:

- 1) use, buy, sell, have in possession, or give away a beverage containing alcohol;
- 2) use, buy, sell, have in possession, or give away tobacco;
- 3) use or consume, have in possession (on your person, in a locker, or in a vehicle, etc.) buy, sell, or give away any other controlled substance or drug paraphernalia.
- 4) use or consume, have in possession, buy, sell, or give away products containing or products used to deliver nicotine, tobacco products, and/or other chemicals.

Penalty for Athletic Activities:

1) First Violation: After confirmation of the first violation, the student shall lose eligibility for the next two consecutive interscholastic contests or two weeks, 14 calendar days, of the season in which the student is a participant, whichever is greater. No exception for a student who participates in a treatment program.

2) Second Violation: After confirmation of a second violation, the student shall lose eligibility for the next six consecutive interscholastic contests or three weeks, 21 calendar days, of the season in which the student is a participant, whichever is greater. No exception for a student who participates in a treatment program.

3) Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve consecutive interscholastic contests or four weeks, 28 calendar days, of the season in which the student is a participant, whichever is greater. If after the third or subsequent violations, the student on her/his own volition becomes a participant in a chemical dependency or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum of six weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

- Penalties shall be accumulative beginning with and throughout the student's 7th and 8th grade years.
- A student shall be disqualified from all interscholastic athletics for nine additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

Social Websites/Public Domain and Participation in Activities

Any public behaviors, pictures, or otherwise, observed on social websites will be screened for conduct becoming that of a Princeton Activities participant. Substantial evidence will be the level of proof needed to issue eligibility consequences. Attendance at parties, events, or gatherings, for whatever length of time, where alcoholic beverages and/or illegal drugs as defined by State Law are illegally present and/or illegally used is prohibited and there may be eligibility consequences as outlined in school district policy.

Interscholastic Eligibility (ISD 477 Policy 597)

Participating in extra-curricular activities is a **privilege** not a **right**. Princeton Middle School follows District #477 policies and MSHSL academic and behavior By-Laws. All 7th & 8th grade students participating in athletics and/or fine art activities are expected to be passing all of their classes. Grade checks will take place at the beginning of each season and/or as needed. Students not achieving a 2.0 GPA and/or if they have one or more "N's" will be placed on academic probation. During this time, students will have two weeks to remain eligible by attaining a 2.0 GPA and/or receiving zero "N's." Students can participate in practices and events as usual, unless individual coaches have additional expectations/requirements. If after the two-week probation period, students remain academically ineligible, they will be placed on academic suspension and unable to participate until academically successful as approved through the Activities Office. If a 2.0 and/or zero "N's" is not attained after two weeks of academic suspension, the student is removed from the roster. Fall participants will be placed on academic probation if a 2.0 GPA is not attained during the 3rd trimester of the previous year. The administration may review individual cases and has discretion regarding waiving eligibility requirements.

Note: Individual Coaches/Advisors have the ability to raise the academic standard for their participants as long as the expectation is made clear to the participants at the beginning of the season.

Conduct at Extra-Curricular EventsThe purposes for extracurricular events are for entertainment, social interaction, and the development of school pride. Students that attend extra-curricular activities are expected to be respectful and follow school rules of

conduct for extra-curricular activities. Violators will be subject to removal from the activity and the school, and will face disciplinary action in accordance with established school system policies and procedures.

Activity Night Expectations 1. Appropriate school behavior is expected from all students at all times. 2. When a student leaves, he/she may not return. 3. Pop, juice, and food items may be consumed in designated areas only, not in the gym. 4. Dress must be acceptable school attire. Hats are not allowed. 5. Students violating school rules may be asked to leave school grounds. 6. Activity night is open only to Princeton Middle School students. 7. Any student sent to the ISS room, suspended or truant prior to the activity may not be allowed to participate. 8. Students may be denied the privilege of attending activities due to previous behavior disruptions. Any student who displays a behavior disruption at a dance/activity night may be excluded from the next two activity nights. 9. Inappropriate public displays of affection are not allowed. 10. Electronic devices are not allowed.

School Field Trips

School-sponsored field trips are a privilege to attend, not a right. Students may be held back from trips due to inappropriate behavior. Field trips are considered part of the school day to which school policies and procedures apply.

Health Services

The District School Nurse and Health Services Assistant welcome any communication or question related to student health. Parents/guardians who have a student with health concerns should make the District Nurse and Health Service Assistant aware of the concern, provide the school with doctor recommendations/medications that must be taken at school, work with the District School Nurse to develop an *Individual Health Plan* for their child, and sign a *Data Release Form* that allows communication between care providers and the District School Nurse, and keep emergency numbers current. Health information should also be shared with the bus company by the parent to ensure the safety of students while riding the bus.

High School: 763-389-6019, **Middle School:** 763-389-6723, **North Elem:** 763-389-6803, **South Elem:** 763-389-6904

District School Nurse: 763-389-6195

Health Services website: www.princeton@isd477.org (click on Departments, Health Services) for information about immunizations, illness, medication, diseases, and downloadable forms.

Use of Health Services

A student may utilize the Health Office for a medical concern, injury, or for information/referral for a specific health care. Except in emergency situations, students requesting permission to use the Health Office are required to receive a pass from the teacher. In emergency situations (sudden illness or injury in school/on school grounds) the student should report immediately to the Health Office or the supervisor on duty. Students that are ill or injured should report to the Health Office so the Health Office Assistant can assist them to contact their parent/guardian or leave the building for medical care.

Emergency Sheet

An emergency sheet will be mailed or sent home with the student. **The emergency sheet needs to be updated and a parent/guardian signature is required each year for emergency treatment.** Please return the sheet as soon as possible to assist health services in caring for the student. It is extremely important to update all medical information, phone and address changes, and alternate emergency contact persons as they occur during the school year. **If a current emergency form is not on file in the Health Office and we are unable to reach a parent or guardian, the school will make a determination about care/treatment for the child in an emergency.**

Medications

Princeton schools recognize that some students may require prescribed or over-the-counter medication during the school day. Medications must only be given by a Licensed School Nurse or designated school staff (who have been trained/approved by the Licensed School Nurse). **Students are not allowed to carry their own medication during school hours** except in special medical circumstances. In such cases, parent/guardian and Health Care Provider signatures are required. Parents/guardians of students requesting medications to be administered by Health Service Assistant during school hours are required to provide:

1. A written order for the medication from the Health Care Provider for all prescription medications given and for any over-the-counter medication given longer than two weeks.
2. A signed Data Release Form. (Forms can be obtained from the Health Office or on the School Health Website).
3. The medication must be supplied in the original labeled bottle in which it was purchased (no baggies or other containers will be accepted). You may ask your pharmacist to divide prescription medication into two bottles with complete labels; one for school and one for home.

4. The medication brought to school in proper dosage for administration. Tablets already cut if partial tablets are required to provide the correct dosage.
5. Any medication not picked-up at the end of the school year will be disposed of.

To assure safety, parent should bring medication to the school health office. If you are unable to bring the medication in person (and your child is in Middle School or High School), please **call** the Health Service Office with the following information: Parent/guardian name, parent/guardian phone number, student name, name of medication and amount of medication being sent to school.

Illness

Students who become ill during the school day **must report to the Health Office.** The Health Service Assistant will determine whether or not the student is able to continue with the school day. **It is not acceptable for students to leave school because of illness without reporting to the Health Office.** Also, students may not leave the building to receive medical care without permission and verification by parent/guardian and school personnel. If a student becomes ill during school and is unable to return to class, the Health Service Assistant will contact the parent/guardian to inform them of the illness and to request that the student be picked up from school (or be allowed to walk/drive home). If the parent cannot be reached, those persons designated by the parent/guardian as Emergency Contacts will be notified.

Students will be sent home from school or should stay home if any of the following criteria is present:

1. Fever of 100 degrees or more.
2. Vomiting.
3. Diarrhea.
4. Red eyes/eyelids with pus type drainage.
5. Rash that is (or may be) contagious.

Before returning to school:

- Student must be fever free **for 24 hours** without using fever reducing medication;
- Vomiting or diarrhea free **for 24 hours**;
- If the student has a rash of unknown origin (it may be contagious), they must have a note from the Health Care Provider stating when they may return to school;
- For any activity restrictions (in school or Physical Education Class) or other special accommodations (water bottle, snacks, etc.) a note from the Health Care Provider is required.

Injuries

The Health Service Assistant will determine whether or not the student is able to continue with the school day and call parent/guardian (first) and emergency contacts (second) as appropriate. If we are unable to reach parent/guardian or emergency contacts, or if a life threatening medical situation exists, 911 will be called and the student will be transported to Fairview Northland Regional Hospital by ambulance. **Please update all changes** in home, work, and cell phone numbers as they may occur so contacts can be made as necessary.

Child with a Health Concern

Make your child's health concerns known to the District School Nurse or Health Service Assistant. Bring current signed Health Care Provider's orders and medication that will be needed each school year and with any changes that occur during the school year. Work with the District School Nurse to develop an *Individual Health Plan* for your child at school each school year and with any changes that occur during the school year. Provide permission for the school district nurse to communicate with your child's healthcare provider by signing a *Data Release Form*, *Individual Health Plan*, and/or *Action Plan* for your child at school each school year and with any changes that occur during the school year. These forms can be found on the Health Services website: www.princeton@isd477.org click on Departments, Health Services, Parent Medical Forms. Provide parent/guardian and emergency contact phone numbers each school year and with any changes that occur during the school year. If the school health staff are aware that your child has a medical concern, each year two attempts will be made to obtain current health information and/or medication.

Health information about your child will be shared with school staff (and transportation staff) on a "need to know" basis only. If your child rides the bus or other school transportation, it is the parent/guardian responsibility to share with transportation staff any health concerns, health information, and emergency medication to ensure the safety of your child while being transported.

Allergy Aware Schools

Parent/guardian of students who have allergies are responsible to submit an *Allergy Action Plan* with the Health Care Provider and parent/guardian signature, *Medication Administration Form* with the health care provider and parent/guardian signature, and all necessary medications to the health office. The school health staff will review the information, and share health information/plans with appropriate school personnel as needed. Parent/guardian is responsible to submit health information and emergency medications to the bus company if needed.

Peanuts/Nuts - be aware that many people have allergies to foods (especially to peanuts and other nuts). Some of the school buildings allow peanuts and nut products in classrooms. Some of the school lunchrooms have areas where students are allowed or not allowed to eat peanuts and nuts. Some school lunchrooms serve peanuts/peanut products. Check for the specific procedures in your child's school building.

Latex - due to an increasing incidence of latex (rubber) allergies, non-latex balloons will be used during the school day and for school events in all buildings. These items are a significant concern because they allow latex particles to be dispersed into the air. Mylar, vinyl and other non-latex products are safe alternatives. Latex-free gloves and bandages are used in the school Health Offices.

Scents - many people have allergies to scents. Avoid using any products with strong scents: this includes perfumes, colognes, heavily scented deodorants and Essential Oils. No perfumes or scented spray type products are allowed in the school buildings.

Immunizations

The State of Minnesota mandates that all students show evidence of required immunizations in order to attend public school unless they have a legal or medical exemption. Make sure your child's immunizations are current. Call the Health Office or School District Nurse with any questions or concerns. Immunization information and forms can be found on the Health Services website: www.princeton@isd477.org, click on Departments, Health Services, Immunization information and resources or on the Minnesota Department of Health website: www.health.state.mn.us/immunize.

Screenings

Vision, hearing and scoliosis screenings are done at particular grade levels as advised by the Minnesota Department of Health. If there is a concern with your child's vision, hearing or possible scoliosis, please notify the District School Nurse.

Physical Education Participation

Physical activity is important to the growth and development of our students. Our physical education program provides a variety of activities for all students including students who may have a recent injury, chronic illness, or handicap. A student may be excused from participating in physical education for the following: illness or injury. To ensure the health and safety of each student while helping remain physically active, certain guidelines are expected. To be excused from participating, a written request must be received.

Written requests for being excused include:

- From a parent (for two days only) or from the health office (for two days only)
- From an examining physician, if more than 2 days. Please make this specific to the time frame and activities to be excluded and/or recommendation of allowable activities. This is the student/parent's responsibility. Please turn into health office.
- In order to ensure the student's safety, a student receiving a physician's excuse must also present a physician's permission to resume activities.

Lunch Service

Lunch Account Payments

Lunch account refers to an account that is used for breakfast, lunch, milk and Snack Shop. It is a prepaid, computerized program. When students bring in money, it is credited to his/her account. Deposits must include the student's full name, account number, and amount written on the check, or on the sealed envelope for cash deposits. Money may be sent by the week, month or more. Lunch payments are collected every morning in the cafeteria from 7:55-8:15 AM.

Lunch Account Policy

Accounts that have a negative balance of -\$5.00 or more will not be allowed to charge on that account. Students should memorize their account number and keep it confidential.

All account balances must be positive by **May 15th** in order to continue charging meals to that account. No accounts should be negative at the end of the year. Any balances left in accounts will rollover to the next school year.

Lunch Account Balances

You may check your child's lunch account balance at any time using the Parent Access link on the School website. You will need to have your login name and password. This will also allow you to make online lunch payments to your child's account. This is the easiest and preferred method. The minimum on-line payment is \$25.00.

If you wish to receive low lunch account balance emails; simply go to the Parent Access link. On the left side of the screen is the "Email Notifications" screen. Under "Food Service" simply check the box.

Free or Reduced Lunches

Free or reduced lunch/breakfasts are available for students of families meeting the criteria. Forms must be filled out each year. Forms are handed out on Orientation night or when a new student registers. Parents are encouraged to complete and submit the forms to see if you qualify. If your financial situation changes during the school year, forms can be picked up and filled out at any time. They are available at all schools and the District Office. Please turn all forms into the building administrative staff. Qualifying for free/reduced not does negate any current negative balances. Students are still accountable for those charges and will expect to be paid in full as soon as possible.

Prices (subject to change):

Lunch	\$2.20	Reduced Lunch	\$0.00
Breakfast	\$1.40	Reduced Breakfast	\$0.00
Extra Lunch Milk – Everyone	\$.40	Adult Lunch	\$3.60

Student Lunch Menus

Menus are published in the Princeton Union-Eagle newspaper and on the Princeton Public School website www.princeton.k12.mn.us

Student Cold Lunches

Parents are encouraged to send well-balanced lunches if the child is bringing cold lunch. Students or parents may not call in orders to have meals delivered to school.

Breakfast Program

School breakfast is offered every school day from 8:00-8:15. It is available to all students. Those who qualify for free or reduced lunches are also eligible for free breakfast.

After School Snack Shop Program

Students can purchase snacks or meals needed to get them through their after school activities. All they need to do is come to the lunch room before going to practices or events. Students must have a positive lunch account balance to purchase items on their lunch number. This program is **NOT** a part of the free/reduced meal plan. Choices offered daily may vary, but all snack items meet the whole grain, reduced sugar, healthy and peanut safe requirements! Remember to plan accordingly and deposit additional money in your child's lunch account if needed.

Expected Behavior

Our Goal is to make the lunchroom a pleasant place where children can visit with friends and enjoy their lunch. We promote good manners and responsibility. They are expected to stand in line, be patient and courteous, pay for what they take and clean up after themselves. Nothing should be thrown when in the cafeteria. Children are encouraged to sample the variety of foods served. There are many fruits and vegetables to choose from.

Guidance Department

The middle school counseling program uses a developmental guidance approach. Its purpose is to help all learners grow emotionally, socially, and intellectually. This may be accomplished in several ways, such as:

1. Helping students feel comfortable in the middle school setting. 2. Offering guidance program activities, which are primarily preventative in nature. 3. Assuring that guidance program curriculum and activities are available to all students.

4. Additional services and duties provided by the counselor include:

- Assistance with short and long range planning
- Counseling (individual and/or group)
- Teacher consultation
- Parent consultation
- Referrals
- Providing information
- Academic monitoring of student progress
- Cumulative record maintenance

Students interested in meeting with a counselor should make an appointment in the middle school office. The releasing teacher must sign your planner.

Bus Transportation

Riding the bus is a privilege given to students, not a right. All school rules and transportation rules are in effect while a student is riding the bus or at the bus stop. Students that ride the school bus before or after school are not permitted to leave the school grounds for any reason after arriving or before departing on the school bus. Specific bus and bus stop rules are listed below. Consequences for not following the rules range from a warning to having transportation privileges taken away.

Bus Behavior - Guidelines and Consequences

Class I Offenses: Spitting, excessive noise, horseplay, distracting behavior, eating or drinking, littering, leaving seat or standing without permission, use of liquid containers, profanity, verbal abuse, harassment, obscene gestures, possession of unacceptable material, false identification of oneself, refusal to identify oneself, riding unassigned bus, using unassigned bus stop, opening window

past safety line, disobedient to driver or monitor, cell phone use (including videos and photos), other offenses as reported by driver to principal.

Class II Offenses: Hanging out of windows, throwing/shooting of any object, bullying or physical aggression, profanity/threats directed at driver or bus monitor, possession of tobacco or any controlled substance, vandalism to bus (restitution will be made), holding onto or attempting to hold onto any portion of the exterior of the bus or any "Danger Zone" infringement, lighting of matches or lighters or any flammable object or substance, unauthorized entering or leaving bus through emergency exit or tampering with bus equipment, possession or threat of weapons/explosives/flammables, possession or use of laser pens or pointers, other offenses as reported by the driver to principal. Any offense committed on any bus outside of regular transportation to and from school (activity, field trip, shuttles, etc.) will carry a minimum penalty of a Class II, 1st offense. If a student receives a bus suspension and/or loss of service, the student has lost all bus privileges, including but not limited to activity, shuttle, and field trip bus privileges. Students are required to attend school if there is a bus suspension or loss of service.

Consequences: (Bus Driver has the authority to assign seats at any time)

Class I	1st Offense: Warning or 1-5 day bus suspension
	2nd Offense: 1 – 10 day bus suspension
	3rd Offense: 5-10 day suspension, possible loss of bus service, parent/principal meeting (optional)
	4th Offense: Loss of bus service
Class II	1st Offense: 5 day bus suspension
	2nd Offense: 10 day bus suspension
	3rd Offense: 10 day bus suspension, possible loss of bus service, parent/principal meeting (optional)
	4th Offense: Loss of bus service

Frequently Asked Questions

How does a student get a message from a parent?

Parents may call the student message line at 763-389-6757 to leave a message for their child.

How do I use a telephone?

Office telephones may only be used for an emergency with the permission of office staff.

Where should visitors go when they come to the Middle School?

Any person other than Princeton Middle School students, staff, or Board of Education personnel are regarded as visitors and must report to the office for a name badge and to sign in before going anywhere in the building. This badge is to be worn at all times so it is visible to others. Visitors need to check out with the front office. Visitors during the school day who do not receive proper authorization to be in the building will be considered trespassing. The administration reserves the right to deny visitors access to the school during school hours. Because it's a disruption to the learning process, we do not allow student visitors.

What if I get injured or sick during school?

Have your planner signed by your teacher and go to the health office. Students are never to leave school without notifying the office.

If you move to a different address during the school year or your parent(s)/guardian(s) change jobs, and telephone numbers, what should you do? *Report this information to the office secretary.*

What if I don't know my bus route? *Contact the bus company.*

What if my locker doesn't work or I forget my combination?

Ask any teacher for help. Go to your next class and explain the situation. Go to the office when the teacher says you can.

Can I carry my backpack during the school day?

No. Your locker is conveniently located by your math, science, language arts, and social studies classes.

District Policies

Prohibition of Weapon (ISD 477 Policy 501)

It is the policy of Independent School District No. 477 that the safety and well-being of each student/staff member is of paramount concern. **No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy.** "Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon.

A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

The school district takes a position of “Zero Tolerance” in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using or distributing weapons shall include: immediate out-of-school suspension, confiscation of the weapon, immediate notification of police, parent or guardian notification, and recommendation to the superintendent of dismissal for a period of time not to exceed one year.

Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis. Policy 501 can be found in it’s entirety on the district website.

Student Discipline (ISD 477 Policy 506)

SUSPENSION1. **Definition:** “Suspension” means an action taken by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of no more than ten school days. This definition does not apply to dismissal from school for one school day or less. Each suspension action shall include a re-admission plan. The re-admission plan shall include where appropriate, a provision for alternative programs to be implemented upon re-admission. Suspension may not be consecutively imposed against the same pupil for the same course of conduct or incident of misconduct, except where the pupil will create an immediate and substantial danger to persons or property around him. In no event shall suspension exceed 15 school days, provided that an alternative program shall be implemented to the extent that suspension exceeds ten days.2. The administration has the prerogative of suspending a student in school or out of school for serious infractions of school rules such as fighting, sexual harassment, classroom disruption, failure to do detention, vandalism, stealing, forgery, smoking, truancy, insubordination, etc. Suspension from school may be for a period up to and including ten days and will be imposed by the principal or assistant principal. Students who are suspended out of school must remain off the school grounds during the entire time of suspension. A letter will be sent to parents/guardian and the student detailing the reasons for the suspension, the plan for re-admission, and a copy of the Minnesota Fair Dismissal Act.

EXPULSION

1. **Definition:** “Expulsion” means an action taken by the school board to prohibit an enrolled pupil from further attendance for a period that shall not exceed one calendar year.2. **Grounds:** A student may be expelled from school for behavior or actions that would place themselves or other students in an unsafe condition.3. **Length of Expulsion:** When an expulsion is appropriate, the School District may expel the student for an amount of time no greater than one school year from the date the pupil is expelled. The length of expulsion is within the School District’s discretion.

4. **Permanent Record:** The length and date of the expulsion will become part of the student’s permanent record. If a student withdraws or transfers after expulsion proceedings for a weapon violation are started, the school may disclose this to another school district in connection with the possible admission of the student to school.

Note: Policy 506 can be found in it’s entirety on the district website.

Chemical Use and Abuse (ISD 477 Policy 417)

Student Use and Distribution of Controlled Substances

It is the policy of Independent School District No. 477 to create a positive, healthful learning environment for all students. The district believes that student use of chemicals-- tobacco, alcohol and other drugs -- leads to an unproductive and unhealthy environment. Therefore, the following consequences will be assessed to students for violations that occur at any time in school buildings, on school grounds, on school buses, and at school events that take place away from school (e.g., field trips, athletic events, etc.). The consequences described in each section of the policy are defined as minimums, and principals/designees have discretionary authority for further consequences, recognizing the individual circumstances for each student. Students found in violation of this policy shall be subject to the following:

Chemical Use and Abuse

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental wellbeing of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for the 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. The use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with school district policies with respect to Free Workplace/Drug-Free School.

DefinitionsA. “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 inappropriate 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, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.C. “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-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.

Reports of Chemical Use and Abuse 1. In the event that a school district employee knows that a student is abusing, possessing,

transferring, distributing or selling chemicals in a school location.

- a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the students until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical pre-assessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.
 - e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
 - a. The employee shall notify the building administrator or a member of the pre-assessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, they 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 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.

ConsequencesThe following consequences will be assessed to students for violations which occur at any time in school buildings, on school grounds, on school buses, and at school events that take place away from school (i.e. field trips, athletic events, etc.). The consequences described in this policy are defined as recommended minimums, and principals/designees have discretionary authority for further consequences, recognizing the individual circumstances for each student. Students found in violation of this policy may be subject to the following:

Violation: Use/Possession of smoking materials, tobacco products, alcohol and other mood-altering substances, and/or any look alike substances.**Action:** Notification of parents; notification of police; K-5 up to a five day in/out of school suspension; grades 6-12 a five day in/out of school suspension; referral to the building pre-assessment team; consideration of expulsion.

Violation: Distribution, sale or purchase of tobacco products, smoking materials, alcohol, other mood-altering substances, and/or drug paraphernalia, and/or any look alike substance.**Action:** Notification of parents; notification of police; referral to building pre-assessment team; a 10 day suspension from school; recommendation to the school board for expulsion from school for one calendar year.

Note: Policy 417 can be found in it's entirety on the district website.



PRINCETON MIDDLE SCHOOL

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~~Jean Dullivant, Counselor 763-389-6739~~

May 27, 2015

Re: Middle School Handbook Changes

Dear Dr. Espe and School Board Members,

Below are the recommended changes for the 2015-2016 middle school handbook. These changes are based on a variety of reasons: correcting misinformation, aligning current practices and policies, and recommendations from those in Food Service, Health Services, transportation, and building principal/assistant principal.

1) Take out:

~~MATERIALS NEEDED~~

~~*Student Planner *Notebook for each subject *Folders for each subject *Pencils/Blue or black pens~~

2) Take out the header, “~~Student Evaluation~~” and replace with “Grading Guidelines.”

Add the following in this section:

Purpose/Definition of Grading: The purpose of grading is to show what students know and are able to do in relation to course standards. Grading: a) reflects academic achievement, b) contains meaningful feedback, c) aligns with Princeton Public Schools Curriculum, and d) reflects consistency among classes, grade levels, and/or departments.

Formative (practice) and Summative (achievement) grading percentages

Academic Practice (Formative) Assessments are given while a student is learning the material. This is designed to provide direction for both students and teachers

- o Practice (formative) assessments include activities such as teacher observations, quizzes, homework, rough drafts, peer editing, and notebook checks, etc.
- o Practice (formative) assessments will make up 25% of a student’s overall grade.

Academic Achievement (Summative) Assessments are given after completing a sequence of instruction and practice. Students are ready to be responsible for the material.

- o Academic achievement (summative) assessments include: final drafts, tests, exams, projects, essays, and performances, etc.
- o Academic Achievement (Summative) Assessments will make up 75% of a student’s overall grade.

3) Take out:

School Closings

~~Information about school closings, delays, or early releases may be obtained by viewing the school district’s website or by the following media outlets: WCCO (4), KSTP (5), KMSP FOX (9), KARE (11), UPN 29 (29), WCCO 830 AM, WQPM 1300 AM, KBEK 95.5 FM. In addition, the school district utilizes an Instant Alert system to notify parents, guardians, and staff of school delays and closings.~~

4) Take out current Princeton Middle School Academic Assistance Policy

Replace with:

Roles and Responsibilities

In order to promote life-long learning, Princeton Middle School has established the following roles and responsibilities. The goal is to ensure that all students are successful in developing skills necessary for academic achievement.

Teacher Responsibilities

- Teachers present standards, learning goals, and expectations for student success on an ongoing basis.
- Teachers will further define academic expectations and communicate to students/parents when they are not being met.
- Teachers/Team will refer and support students who are in need of academic assistance through the defined action plan.
- Teachers/Team will work with referred students and parents to fulfill academic requirements in a timely manner.
- Teachers teach students.

Student Responsibilities

- Students will follow teacher and school expectations.
- Students will meet outcomes according to timelines given by the teacher.
- Students will be responsible for their learning by seeking clarification and assistance from teachers.
- Students will take home the Friday Folder information for parents to review, sign, and bring back to school the next day.
- Students learn required information.

Parent Responsibilities

- Parents will review the contents of the Friday Folder and sign it on a weekly basis.
- Parents will provide a time and place at home for students to complete schoolwork.
- Parents will partner with teachers and school to ensure academic success for the student.
- Parents will assist their students in fulfilling academic requirements in a timely manner.

Action Plan:

- Teachers will identify students who are in need of academic support.
- Students may lose extra-curricular activities until satisfactory progress is made as determined by administration.
- Students are expected to attend "Overtime" (extended school day) until satisfactory progress has been made.
- Failure to meet academic outcomes by the end of the year will result in attendance in summer school programs.
- Failure to meet academic outcomes by the end of summer may result in temporary retention until all outcomes are met.

5) Take out "~~Discipline~~" header and replace with "Student management"

6) Take out current Vision section under Student management and replace with:

Our vision is to extend the learning from the classroom into an innovative and clearly defined student management system. This is essential to stop ongoing behavior problems and educate students on how the choices they make, affect themselves and others. Staff will encourage positive "Tiger Pride" student behaviors and will use Positive Behavioral Interventions and Supports (PBIS).

7) Take out the following under Planning Room:

~~The planning room is where students will be initially placed following removal from class or other disciplinary incident(s). Students sent to the planning room should report to the office until they can meet with the planning room supervisor. Students have the opportunity to reflect on the situation, and speak with a staff member to create a plan to make a better choice in the future. Depending upon the incident, an effort will be made to contact the parent either by a staff member, teacher, and/or student. Frequent or more severe behavior will be referred to the assistant principal.~~

Replace with:

Planning Room Students can come to the Planning Room for support, either academic or behavior. Students can report offensive behaviors to the Planning Room where a staff member will assist students in addressing the behavior and will help find solutions. Students can learn self-advocacy skills, replacement behaviors, and academic support.

Restitution Room

This is where students will be initially placed following removal from class or other disciplinary incident(s). Students sent to the restitution room should report to the office until they can meet with the supervisor. Students have the opportunity to reflect on the situation, repair their mistake, and create a plan to make a better choice in the future. Depending upon the incident, an effort will be made to contact the parent either by a staff member, teacher, and/or student. Frequent or more severe behavior will be referred to administration.

8) Take out former Bullying section

Replace with:

Bullying Prohibition (ISD 477 Policy 514)

A safe and civil environment is needed for students to learn, attain high academic standards, and to promote healthy human relationships. Bullying is conduct that interferes with students' ability to learn and teachers' 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. Princeton middle school takes several steps to educate students on bullying, one of which is the Olweus Bullying Prevention Program. This is an evidence-based, highly accredited, nation-wide program supported by the Hazelden Foundation.

Student bullying is defined in MN statute as: a) intimidating, threatening, abusive or harming conduct that is objectively offensive and b) there is an actual or perceived imbalance of power between the students and c) the conduct is repeated or forms a pattern; or d) materially and substantially interferes with a student's educational opportunities, performance, or ability to participate in school functions or activities, or receive school benefits, services or privileges. Cyberbullying is defined as bullying using technology and/ or other electronic communication.

The purpose of the bullying policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior, either by physical, verbal, or electronic means. We will take action to investigate, respond, remediate, and discipline those acts of bullying, which have not been successfully prevented. Report any offensive behavior to your teacher, guidance counselor, the planning room, a trusting adult, or an administrator. For more information, please see District Policy #514 on the District Website.

9) Take out the prior section on Cell phones and replace with:

Cell Phones, Other Personal Communication Devices, and Music Devices

The use of cellphones and other electronic devices at school can create a disruption to the learning environment and may jeopardize student safety during potential emergency situations. The use of cell phones and/or other electronic devices may be used during class time for educational purposes only, pending staff approval. Students may only use these devices under the supervision of a staff member or they remain in your locker. Cell phones and/or other electronic devices are to be used only for the intended purpose, as approved by supervising staff, not as distractions to the school day. The use of cell phones and/or other electronic devices in locker room facilities, bathrooms, and/or activity nights is strictly prohibited at all times (including before, during, and after school). Students sending or possessing inappropriate messages and/or pictures during the school day is prohibited. Students videotaping, audiotaping, or taking pictures, without others' permission is prohibited. School authorities reserve the right to review the picture, audio, and video content of any cell phone brought on school property. Students are expected to demonstrate positive digital citizenship toward self and others, use technology for intended purposes, maintain the privacy of others, and model positive online etiquette. The district is not responsible for electronic devices brought to school if lost, stolen, and/or damaged.

If a violation occurs, staff will confiscate the electronic device. It will be turned into the office. Disciplinary action may include: confiscation, conference with administration, parent contact, loss of privilege, and/or suspension. 1st offense: student may pick up the device in the office at the end of the day, 2nd offense: parent/guardian picks up the device, 3rd offense: student may lose the privilege to have electronic devices at Princeton Middle School. *Note: Consequences may be more severe depending upon the infraction with the electronic device. Any exception to this policy for emergency purposes must have prior approval by building administration.

10) Add the following under "Activities"

Middle School Activities Philosophy

Middle school students need a variety of activities through which they can experience success in academic, athletic, and fine art arenas. At this level of competition the emphasis is put on participation both during contests and practices. Each participant will be given the opportunity to develop his/her skills. Contests will be scheduled to develop the students' abilities as well as to prepare them for competitive situations. Our first goal is to allow students a chance to participate to enhance their fundamental skills; our second goal is to win the contest.

Middle School Activities Mission

Our mission is to support and enhance the learning process for all our students by providing quality programming not typically found in regular course curriculum.

Middle School Activities Goal

Our goal is to provide all students with a variety of quality activities in which to participate. Because we offer a wide variety of activities, it is our intention to have as many students participate in co-curricular activities as possible.

Code Of Conduct

Princeton Schools encourage participation in activities. However, **participation in activities is a privilege, rather than a right.** Students who elect to participate in activities will be expected to exemplify high standards of behavior. Behaviors considered by the coach, advisor, activities director or principal, to be inappropriate for a representative of Princeton Schools will not be tolerated. Such behaviors, both on and off school property, may result in suspension or removal from any or all activities.

MSHSL (Minnesota State High School League) Rules

Good Standing & General Eligibility (MSHSL Bylaw 206)

The member schools of the Minnesota State High School League (MSHSL) believe that participation in interscholastic activities is a privilege, which is accompanied by responsibility.

As a student participating in Princeton Middle School's interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the rights and property of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country and will respect those who are responsible for enforcing these rules.
- Assault on any person will not be condoned by the League and will be dealt with by the school administration and the local authorities.

NOTE: Any allegation of sexual, racial or religious harassment or violence may also constitute a violation of this bylaw.

PENALTY: A student who is dismissed or who violates the Student Code of Responsibilities is not in good standing and is ineligible for a period of time as determined by the school principal, acting on the authority of the local board of education. The MSHSL specifically recognizes by this policy that certain conduct requires penalties that may exceed those penalties typically imposed for first violations.

Chemical Eligibility (MSHSL Bylaw 205)

Philosophy and Purpose

The Minnesota State High School league recognizes the use of mood-altering chemicals as a significant health problem for many adolescents, resulting in negative effects on behavior, learning, and the total of each individual. The misuse and abuse of mood-altering chemicals for some adolescents affects extra-curricular participation and development of related skills. Others are affected by the misuse and abuse of family, team members, or other significant persons in their lives.

Rule: During the school year and all non-school year, regardless of quantity, a student shall not:

- 1) use, buy, sell, have in possession, or give away a beverage containing alcohol;
- 2) use, buy, sell, have in possession, or give away tobacco;
- 3) use or consume, have in possession (on your person, in a locker, or in a vehicle, etc.) buy, sell, or give away any other controlled substance or drug paraphernalia.
- 4) use or consume, have in possession, buy, sell, or give away products containing or products used to deliver nicotine, tobacco products, and/or other chemicals.

Penalty for Athletic Activities:

- 1) **First Violation:** After confirmation of the first violation, the student shall lose eligibility for the next two consecutive interscholastic contests or two weeks, 14 calendar days, of the season in which the student is a participant, whichever is greater. No exception for a student who participates in a treatment program.
- 2) **Second Violation:** After confirmation of a second violation, the student shall lose eligibility for the next six consecutive interscholastic contests or three weeks, 21 calendar days, of the season in which the student is a participant, whichever is greater. No exception for a student who participates in a treatment program.
- 3) **Third and Subsequent Violations:** After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve consecutive interscholastic contests or four weeks, 28 calendar days, of the season in which the student is a participant, whichever is greater. If after the third or subsequent violations, the student on her/his own volition becomes a participant in a chemical dependency or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum of six weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

- Penalties shall be accumulative beginning with and throughout the student's 7th and 8th grade years.

- A student shall be disqualified from all interscholastic athletics for nine additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

Social Websites/Public Domain and Participation in Activities

Any public behaviors, pictures, or otherwise, observed on social websites will be screened for conduct becoming that of a Princeton Activities participant. Substantial evidence will be the level of proof needed to issue eligibility consequences. Attendance at parties, events, or gatherings, for whatever length of time, where alcoholic beverages and/or illegal drugs as defined by State Law are illegally present and/or illegally used is prohibited and there may be eligibility consequences as outlined in school district policy.

11) Take out the Health section and replace with new updated information below:

HEALTH SERVICES

The District School Nurse and Health Services Assistant welcome any communication or question related to student health. Parents/guardians who have a student with health concerns should make the District Nurse and Health Service Assistant aware of the concern, provide the school with doctor recommendations/medications that must be taken at school, work with the District School Nurse to develop an *Individual Health Plan* for their child, and sign a *Data Release Form* that allows communication between care providers and the District School Nurse, and keep emergency numbers current. Health information should also be shared with the bus company by the parent to ensure the safety of students while riding the bus.

Health Services Assistant	High School	763-389-6019
	Middle School	763-389-6723
	North Elem.	763-389-6803
	South Elem.	763-389-6904
District School Nurse		763-389-6195

Health Services website: www.princeton@isd477.org (click on Departments, Health Services) for information about immunizations, illness, medication, diseases, and downloadable forms.

USE OF HEALTH SERVICES

A student may utilize the Health Office for a medical concern, injury, or for information/referral for a specific health care. Except in emergency situations, students requesting permission to use the Health Office are required to receive a pass from the teacher. In emergency situations (sudden illness or injury in school/on school grounds) the student should report immediately to the Health Office or the supervisor on duty. Students that are ill or injured should report to the Health Office so the Health Office Assistant can assist them to contact their parent/guardian or leave the building for medical care.

EMERGENCY SHEET

An emergency sheet will be mailed or sent home with the student. **The emergency sheet needs to be updated and a parent/guardian signature is required each year for emergency treatment.** Please return the sheet as soon as possible to assist health services in caring for the student. It is extremely important to update all medical information, phone and address changes, and alternate emergency contact persons as they occur during the school year. **If a current emergency form is not on file in the Health Office and we are unable to reach a parent or guardian, the school will make a determination about care/treatment for the child in an emergency.**

MEDICATIONS

Princeton schools recognize that some students may require prescribed or over-the-counter medication during the school day. Medications must only be given by a Licensed School Nurse or designated school staff (who have been trained/approved by the Licensed School Nurse). **Students are not allowed to carry their own medication during school hours** except in special medical circumstances. In such cases, parent/guardian and

Health Care Provider signatures are required. Parents/guardians of students requesting medications to be administered by Health Service Assistant during school hours are required to provide:

1. A written order for the medication from the Health Care Provider for all prescription medications given and for any over-the-counter medication given longer than two weeks.
2. A signed Data Release Form. (Forms can be obtained from the Health Office or on the School Health Website).
3. The medication must be supplied in the original labeled bottle in which it was purchased (no baggies or other containers will be accepted). You may ask your pharmacist to divide prescription medication into two bottles with complete labels; one for school and one for home.
4. The medication brought to school in proper dosage for administration. Tablets already cut if partial tablets are required to provide the correct dosage.
5. Any medication not picked-up at the end of the school year will be disposed of.

To assure safety, parent should bring medication to the school health office. If you are unable to bring the medication in person (and your child is in Middle School or High School), please **call** the Health Service Office with the following information: Parent/guardian name, parent/guardian phone number, student name, name of medication and amount of medication being sent to school.

ILLNESS

Students who become ill during the school day **must report to the Health Office**. The Health Service Assistant will determine whether or not the student is able to continue with the school day. **It is not acceptable for students to leave school because of illness without reporting to the Health Office**. Also, students may not leave the building to receive medical care without permission and verification by parent/guardian and school personnel. If a student becomes ill during school and is unable to return to class, the Health Service Assistant will contact the parent/guardian to inform them of the illness and to request that the student be picked up from school (or be allowed to walk/drive home). If the parent cannot be reached, those persons designated by the parent/guardian as Emergency Contacts will be notified.

Students will be sent home from school or should stay home if any of the following criteria is present:

1. Fever of 100 degrees or more.
2. Vomiting.
3. Diarrhea.
4. Red eyes/eyelids with pus type drainage.
5. Rash that is (or may be) contagious.

Before returning to school:

- Student must be fever free **for 24 hours** without using fever reducing medication;
- Vomiting or diarrhea free **for 24 hours**;
- If the student has a rash of unknown origin (it may be contagious), they must have a note from the Health Care Provider stating when they may return to school;
- For any activity restrictions (in school or Physical Education Class) or other special accommodations (water bottle, snacks, etc.) a note from the Health Care Provider is required.

INJURIES:

The Health Service Assistant will determine whether or not the student is able to continue with the school day and call parent/guardian (first) and emergency contacts (second) as appropriate. If we are unable to reach parent/guardian or emergency contacts, or if a life threatening medical situation exists, 911 will be called and the student will be transported to Fairview Northland Regional Hospital by ambulance. **Please update all changes** in home, work, and cell phone numbers as they may occur so contacts can be made as necessary.

CHILD WITH A HEALTH CONCERN

Make your child's health concerns known to the District School Nurse or Health Service Assistant. Bring current signed Health Care Provider's orders and medication that will be needed each school year and with any

changes that occur during the school year. Work with the District School Nurse to develop an *Individual Health Plan* for your child at school each school year and with any changes that occur during the school year. Provide permission for the school district nurse to communicate with your child's healthcare provider by signing a *Data Release Form*, *Individual Health Plan*, and/or *Action Plan* for your child at school each school year and with any changes that occur during the school year. These forms can be found on the Health Services website: www.princeton@isd477.org click on Departments, Health Services, Parent Medical Forms. Provide parent/guardian and emergency contact phone numbers each school year and with any changes that occur during the school year. If the school health staff are aware that your child has a medical concern, each year two attempts will be made to obtain current health information and/or medication. Health information about your child will be shared with school staff (and transportation staff) on a "need to know" basis only. If your child rides the bus or other school transportation, it is the parent/guardian responsibility to share with transportation staff any health concerns, health information, and emergency medication to ensure the safety of your child while being transported.

ALLERGY AWARE SCHOOLS

Parent/guardian of students who have allergies are responsible to submit an *Allergy Action Plan* with the Health Care Provider and parent/guardian signature, *Medication Administration Form* with the health care provider and parent/guardian signature, and all necessary medications to the health office. The school health staff will review the information, and share health information/plans with appropriate school personnel as needed. Parent/guardian is responsible to submit health information and emergency medications to the bus company if needed.

Peanuts/Nuts - be aware that many people have allergies to foods (especially to peanuts and other nuts). Some of the school buildings allow peanuts and nut products in classrooms. Some of the school lunchrooms have areas where students are allowed or not allowed to eat peanuts and nuts. Some school lunchrooms serve peanuts/peanut products. Check for the specific procedures in your child's school building.

Latex - due to an increasing incidence of latex (rubber) allergies, non-latex balloons will be used during the school day and for school events in all buildings. These items are a significant concern because they allow latex particles to be dispersed into the air. Mylar, vinyl and other non-latex products are safe alternatives. Latex-free gloves and bandages are used in the school Health Offices.

Scents - many people have allergies to scents. Avoid using any products with strong scents: this includes perfumes, colognes, heavily scented deodorants and Essential Oils. No perfumes or scented spray type products are allowed in the school buildings.

IMMUNIZATIONS

The State of Minnesota mandates that all students show evidence of required immunizations in order to attend public school unless they have a legal or medical exemption. Make sure your child's immunizations are current. Call the Health Office or School District Nurse with any questions or concerns. Immunization information and forms can be found on the Health Services website: www.princeton@isd477.org, click on Departments, Health Services, Immunization information and resources or on the Minnesota Department of Health website: www.health.state.mn.us/immunize.

SCREENINGS

Vision, hearing and scoliosis screenings are done at particular grade levels as advised by the Minnesota Department of Health. If there is a concern with your child's vision, hearing or possible scoliosis, please notify the District School Nurse.

12) Take out the Lunch section and replace with new updated information below:

Lunch Service

Lunch Account Payments

Lunch account refers to an account that is used for breakfast, lunch, milk and Snack Shop. It is a prepaid, computerized program. When students bring in money, it is credited to his/her account. Deposits must include the student's full name, account number, and amount written on the check, or on the sealed envelope for cash

deposits. Money may be sent by the week, month or more. Lunch payments are collected every morning in the cafeteria from 7:55-8:15 AM.

Lunch Account Policy

Accounts that have a negative balance of -\$5.00 or more will not be allowed to charge on that account. Students should memorize their account number and keep it confidential.

All account balances must be positive by **May 15th** in order to continue charging meals to that account. No accounts should be negative at the end of the year. Any balances left in accounts will rollover to the next school year.

Lunch Account Balances

You may check your child's lunch account balance at any time using the Parent Access link on the School website. You will need to have your login name and password. This will also allow you to make online lunch payments to your child's account. This is the easiest and preferred method. The minimum on-line payment is \$25.00.

If you wish to receive low lunch account balance emails; simply go to the Parent Access link. On the left side of the screen is the "Email Notifications" screen. Under "Food Service" simply check the box.

Free or Reduced Lunches

Free or reduced lunch/breakfasts are available for students of families meeting the criteria. Forms must be filled out each year. Forms are handed out on Orientation night or when a new student registers. Parents are encouraged to complete and submit the forms to see if you qualify. If your financial situation changes during the school year, forms can be picked up and filled out at any time. They are available at all schools and the District Office. Please turn all forms into the building administrative staff. Qualifying for free/reduced not does negate any current negative balances. Students are still accountable for those charges and will expect to be paid in full as soon as possible.

Prices (subject to change):

Lunch	\$2.20	Reduced Lunch	\$0.00
Breakfast	\$1.40	Reduced Breakfast	\$0.00
Extra Lunch Milk – Everyone	\$0.40	Adult Lunch	\$3.60

Student Lunch Menus

Menus are published in the Princeton Union-Eagle newspaper and on the Princeton Public School website www.princeton.k12.mn.us

Student Cold Lunches

Parents are encouraged to send well-balanced lunches if the child is bringing cold lunch. Students or parents may not call in orders to have meals delivered to school.

Breakfast Program

School breakfast is offered every school day from 8:00-8:15. It is available to all students. Those who qualify for free or reduced lunches are also eligible for free breakfast.

After School Snack Shop Program

Students can purchase snacks or meals needed to get them through their after school activities. All they need to do is come to the lunch room before going to practices or events. Students must have a positive lunch account balance to purchase items on their lunch number. This program is **NOT** a part of the free/reduced meal plan. Choices offered daily may vary, but all snack items meet the whole grain, reduced sugar, healthy and peanut

safe requirements! Remember to plan accordingly and deposit additional money in your child's lunch account if needed.

Expected Behavior

Our Goal is to make the lunchroom a pleasant place where children can visit with friends and enjoy their lunch. We promote good manners and responsibility. They are expected to stand in line, be patient and courteous, pay for what they take and clean up after themselves. Nothing should be thrown when in the cafeteria. Children are encouraged to sample the variety of foods served. There are many fruits and vegetables to choose from.

13) Take out the following under "Frequently Asked Questions:"

~~**What if I lost or found an item?**~~

~~If you find or lose an article of clothing, please check the lost and found bin located in the cafeteria or in the office.~~

~~**Who do I tell if I want to report a theft or act of vandalism?** Notify the office.~~

~~**Who do I contact if I want to make a suggestion about improving your school?**~~

~~Contact your Student Council representative, a counselor, or an administrator.~~

~~**When can I go to the bathroom?**~~

~~You may use the passes in your planner with teacher permission or use the time between classes.~~

~~**What if I lose my schedule?** Go to the office. **What if I arrive to school after class starts?**~~

~~Go to the office and obtain a pass to class. A call from a parent is necessary.~~

~~**How would I find out if school will be closed due to inclement weather?**~~

~~Listen to WCCO Radio, watch channel 4,5,9,11, check the school website, or call the school.~~

~~**Can I stay after school?**~~

~~Any student staying after school must be under the supervision of a teacher/coach and should not be on school grounds after 3:25 pm. Arrange for a ride with a parent/guardian.~~

14) Take out:

~~**Weapons/Firearms (ISD 477 Policy 501)**~~

~~If a student has knowledge of a weapon or other illegal substance in the school or on school property, **THE STUDENT SHALL CONTACT AN ADMINISTRATOR IMMEDIATELY.** A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; num chucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. **Students found in violation are subject to: Possible ten (10)-day suspension, pending expulsion from school.** For more information, see District Policy #501 on the District Website.~~

15) Under "Leaving School During the Day" add the following:

Students are not allowed to leave school by themselves during the school day.

Respectfully Submitted,

Sarah A. Marxhausen

PRINCETON PUBLIC SCHOOLS

FUND BALANCES

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

I. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

I. DEFINITIONS

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- A. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- A. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- A. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.

- A. “Non-spendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently un-spendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- A. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- A. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of non-spendable, restricted, and committed fund balances exceed the total net resources of that fund.
- A. “Unrestricted” fund balance is the amount of fund balance left after determining both non-spendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: non-spendable, restricted, committed, assigned, and unassigned.

IV. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of 10 percent of the annual budget.

ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will follow the approved district plan for each of the areas (Capital, Assigned, Deferred, Health and Safety, Etc.,) If there is no plan the district will strive to spend resources from fun balances classifications in the following order (First to Last): Restricted, Committed, Assigned, and unassigned.

IV. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

IV. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent or Director of Business Services. Assignments so made shall be reported to the Finance Committee and/or school board on a quarterly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct **an annual** review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

Cross References: MSBA Service Manual, Chapter 7, Education Funding

Adopted: May 24, 2011
Revised: November 12, 2013
Revised: May 19, 2015

PRINCETON PUBLIC SCHOOLS**EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS****I. PURPOSE**

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment and for five years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

III. NOTICE OF POLICY

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
17 U.S.C. § 101 *et seq.* (Copyrights)

Cross References:

Adopted: May 13, 2003
Revised: August 10, 2010
Reviewed: May 19, 2015

PRINCETON PUBLIC SCHOOLS

FAMILY AND MEDICAL LEAVE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call 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 Right 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 ~~National Guard or Reserve military service obligation~~ 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.
- ~~D.~~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.
- ~~E.~~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.
- ~~F.~~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 ~~five~~ 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;
- ~~8.~~ 8. to address parental care needs: and
- ~~8-9.~~ 8-9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

~~G.H.~~ G.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.

~~H.I.~~ H.I. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;

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

(i) 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

(ii) 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

(iii) 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

(iv) 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; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

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

implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Six Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a ~~six-12~~-week unpaid ~~parenting~~ leave ~~for birth or adoption of a child. 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 ~~consecutive~~ 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, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and

IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 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.

VI. OTHER

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

VII. DISSEMINATION OF POLICY

- A. 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.

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 and Medical Leave Act Summary)

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Revised: May 19, 2015

PRINCETON PUBLIC SCHOOLS

EMPLOYEE TRAVEL and RELATED EXPENSES

Note: No reimbursements will be made for expenses incurred other than mileage without itemized receipts.

- A. **Guidelines:** This regulation provides guidelines for travel by District employees at District expense. It is understood that specific situations may call for more restrictive guidelines.
- B. **Definitions:** Travel and related expenses include the cost of transportation, meals, lodging and necessary incidental expenses incurred by District employees, while in attendance at or traveling to and from conferences, seminars and workshops or while engaged in other travel in accordance with District policy.
- C. **Mileage Reimbursement:** District employees traveling in their personal vehicle on District business shall be reimbursed at the IRS rate per mile.
1. Employees shall keep a record of travel from one District building to another and a record of mileage for other travel. A Request for Mileage/Expense Reimbursement form must be completed and submitted for reimbursement within thirty (30) days of the end month in which the expense was incurred.
- D. **Travel:** Travel may be permitted, with Superintendent/Director of Business Services or administrator/director approval, for District employees under the following conditions:
1. The purpose of the travel fits with District and/or school goals and/or curriculum.
 2. There is a sufficient balance in the appropriate budget to cover the expenses to be incurred.
 3. Consideration is given to the number of employees, from that particular school and/or department and/or the District, planning to attend the same event.
 4. If the travel involves at least one overnight stay outside the District, the travel request is submitted in writing to the Superintendent/Director of Business Services or employee's administrator/director.
 5. After the travel the employee reports back to his or her supervisor and colleagues.

The Superintendent / Director of Business Services or administrator approving attendance and travel is responsible for determining the reasonableness and necessity of the expense claimed within District policy and has the authority to disallow unreasonable or unnecessary expenses.

- E. **Airline Travel Credit**

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that the credits or other benefits issued by the airline accrue to the benefit of the school district rather than the employee.
1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposed will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.

F. **Personal Vehicle:**

1. In some circumstances, use of a personal vehicle is preferable to travel by commercial air or some other commercial means (i.e., when the meeting is nearby or where travel arrangements are extremely difficult). Such travel will be reimbursed at the prevailing rate as referred to in section C above.
2. Transportation to and from conferences or seminars and workshops shall be selected on the basis of that which is reasonable in cost and on the cost basis consistent with comfort, safety and convenience. If the cost of travel by personal vehicle exceeds the cost of coach airfare, the District will reimburse to the extent of the lesser amount.
3. If more than one person is attending an activity and transportation will be by personal vehicle, the individuals are required to travel together unless there is an extenuating circumstance.

G. **Accommodations:**

1. Individuals are expected to select accommodations, when they have an option, at the most reasonable rate. Lodging shall be selected on the basis of reasonable cost in conjunction with comfort, safety and convenience.
2. Individuals of the same sex attending the same conference are encouraged to share rooms.

3. When an individual is traveling with a non-employee, the District will reimburse expenses for the employee only.
4. Receipts are required for all accommodation claims.
5. Lodging reimbursements are only permitted when traveling 45 miles or more from the district office.

H. **Meals:** The maximum reimbursement for meals per person (including tax and tip) is as follows:

	<u>In State</u>	<u>Out of State</u>
Breakfast	\$10.00	\$15.00
Lunch	\$15.00	\$20.00
Dinner	\$20.00	\$30.00

1. The District will not reimburse the cost of alcoholic beverages.
2. Reimbursement will be based upon actual expenditures; individuals must provide documentation (itemized receipts) for meal expenditures.

I. **Other Costs:**

1. The District will reimburse registration fees relating to conference, workshop or seminar attendance.
2. The District will not reimburse for entertainment or recreation costs that are either part of or separate from the conference, workshop or seminar.
3. Cassettes, special books, etc., which contain the proceedings or are supplementary to attendance at a given conference, workshop or seminar and which are relevant to the employee's purpose for being there may be purchased with the approval of the Superintendent / Director of Business Services or appropriate supervisor.
4. The District will reimburse a reasonable cost of baggage handling and parking when necessary.
5. Individuals are expected to select transportation at the conference, workshop or seminar, when they have an option, at the reasonable rate. Transportation shall be selected on the basis of that which is reasonable in cost as consistent with comfort, safety and convenience. Individuals are expected to use conference transportation (i.e., shuttle buses) whenever it is available.

6. Reimbursement for the use of rental cars by employees is allowed only with prior approval by the Superintendent / Director of Business Services or designee, or in the case of School Board members, by the School Board majority vote. If two or more employees are attending the same conference only one vehicle may be rented.
7. The District will not reimburse telephone calls for personal or family purposes. When reimbursement is requested for District-related calls, the party called must be noted on the receipt.
8. Exceptions to allowed travel expenses must be approved by the Superintendent for employees and by the School Board majority vote for School Board members.
9. The District will not reimburse employees for personal expenses including the following:
 - . Room Service
 - . Personal Property
 - . Child Care Expenses
 - . Tobacco / Alcohol

Legal References: Minnesota Statute 15.435, Airline Travel Credit
Minnesota Statute 471.665, Mileage allowance

Cross References: Princeton Public Schools Policy #214: Out-of-State Travel by School Board Members
Princeton Public Schools Policy #412: Expense Reimbursement

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Revised: May 19, 2015

Harassment and Violence Prohibition

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, and familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any pupil student, teacher, administrator, or other school district personnel ~~of the school district~~ harasses a pupil student, teacher, administrator, or other school district personnel or group of pupils students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, a school district personnel includes 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 pupil student, teacher, administrator, or other school district personnel ~~of the school district~~ inflicts, threatens to inflict, or attempts to inflict violence upon any pupil student, teacher, administrator, or other school district personnel or group of pupils—students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any pupil student, teacher, administrator, or other

school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. “Assault” is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. “Familial status” means the condition of one or more minors being

domiciled with:

- a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
 7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

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

E. F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or

condition, either explicitly or implicitly, of obtaining employment or an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) 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.

F. 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.

G. 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.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a pupil student, teacher, administrator, or other school district personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a pupil student, teacher, administrator, or other school district personnel or group of pupils 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. 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.
- 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 complaint.

- ~~B.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 receive a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. ~~School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.~~ 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 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.
- ~~C.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.
- ~~D.G.~~ In the District. The school board hereby designates the Human Resources Director as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- ~~E.H.~~ The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- ~~F.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, or work assignments, or educational or work environment.

- ~~G.~~J. Use of formal reporting forms is not mandatory.
- ~~H.~~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 witness as much as possible, consistent with the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedure.

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall immediately 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, ~~pupils~~, students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- ~~E.F.~~ The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of ~~the 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 sever 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 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. 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 incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow to child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any ~~pupil~~ 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 ~~or any person~~ who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils 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 entering into the person's employment contract 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.

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 \(School Student Bullying Policy\)](#)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect
or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment
of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
[MSBA/MASA Model Policy 514 \(Bullying Prohibition Policy\)](#)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
[MSBA/MASA Model Policy 526 \(Hazing Prohibition\)](#)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

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Revised: November 8, 2011
Revised: May 19, 2015

Princeton Public Schools

MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**I. PURPOSE**

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with 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.

III. 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 purposes 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. § 121A.67 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) 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) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) 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. "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.
- I. "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).
- J. "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.
- K. "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.
- L. "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.

IV. 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, or agency responsible for assisting or investigating maltreatment.
- 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.

V. 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.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation 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)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

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Reviewed: May 19, 2015

PRINCETON PUBLIC SCHOOLS**MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS****I. PURPOSE**

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has 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); (3) receives services from a licensed home care provider or home care provider service; or (4) regardless of residence or type of service received possesses 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.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.
- 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.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy 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.

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: Princeton Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Princeton Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Princeton Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Princeton Policy 406 (Public and Private Personnel Data)
Princeton Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

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PRINCETON PUBLIC SCHOOLS

DRUG AND ALCOHOL TESTING

[Note: Drug and Alcohol Testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional but can be done under state law only if a policy containing provisions such as the provisions of Part IV. of this policy are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

- A. 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.
- B. 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.

II. 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 also may 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 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 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.

III. 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, 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

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 a device 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 it has been determined determination has been made that ~~there was~~ 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 who instructs and assists individuals in the alcohol testing process and operates an ASD.
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

[Note: The federal regulations require that school districts provide materials to bus drivers explaining the school district’s policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 C.F.R. § 382.601. Almost all of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of this Section C.]

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.

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 certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. § 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by the federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 C.F.R. § 382.601(b)(1).]

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

[Note: The specific prohibitions for drivers are contained, in large part, in 49 C.F.R. §§ 382.201-382.215.]

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 retesting 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 or 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 licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV.
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 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

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 C.F.R. § 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (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 0.04 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.

H. Testing Requirements

1. Pre-Employment Testing

[Note: 49 C.F.R. § 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- 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 to this policy, 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, 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.

[Note: The federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 C.F.R. § 382.413 and 49 C.F.R. § 40.25. If not feasible, school districts must not

permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- 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

[Note: 49 C.F.R. § 382.303 governs post-accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances 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 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 (2) 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

[Note: 49 C.F.R. § 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) lowered the random alcohol selection and testing rate from 25% of the average number of driver positions to 10% in 1998 and evaluates this minimum percentage each year. School districts can elect to stay at 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA.] The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, 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. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. 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

[Note: 49 C.F.R. § 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances 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 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 (2) hours following a determination of reasonable suspicion. If it is not done within two (2) 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 (8) hours. If an alcohol test is not administered within eight (8) 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.

[Note: 49 C.F.R. §§ 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

- 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.

[Note: 49 C.F.R. §§ 382.311, 40.307, and 40.309 govern follow-up testing.]

- 6. Follow-Up Testing. When an 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. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 C.F.R. §§ 40.191, 40.261, and 382.211. They are more specifically addressed in 49 C.F.R. §§ 382.501-

382.507 and in 49 U.S.C. § 521(b).]

- a. A driver or driver applicant may 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 considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: ~~Effective August 1, 2001, the~~The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 C.F.R. § 40.45.]

- 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 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 there is a legitimate explanation for the donor's failure to contact him/her within seventh-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 ~~there is~~ an acceptable medical reason for the positive result. The MRO shall confirm and report a positive test result to the DER and the employee when there is 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;
 - (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 with ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: ~~Effective February 1, 2002, the~~ The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 C.F.R. § 40.225]

- a. The federal alcohol testing regulations require 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 test 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.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minn. Stat. § 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

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 laboratory for controlled substances will be MEDTOX through Fairview Northland Hospital, 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.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

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

Basic records	5 years
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“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.

Information obtained from previous employers	3 years
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 or driver applicant 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.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 C.F.R. § 40.289.]

- 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.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e. bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

*b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if there are no reasons independent of the first test result for discharge **exist**. Otherwise, the school district may choose, but 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 IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minn. Stat. §§ 181.950-181.957. See Minn. Stat. § 221.031, Subd. 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

IV. 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 III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

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's 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 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 employees 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.
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 the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and

alcohol testing policy relating to school bus drivers (Section III.). 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 IV. 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's 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 III.).
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 D 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. 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 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. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- 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 confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory 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 confirmatory 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.

Attachments E and F to this policy provide 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 abuse 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 confirmatory test and, if requested, the confirmatory 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 revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire.

6. An employee must be given access to information in his or her 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's 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 confirmatory 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's 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.

V. 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 personnel office or other suitable locations.

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
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: Princeton Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Princeton Policy 406 (Public and Private Personnel Data)
Princeton Policy 417 (Chemical Use and Abuse)
Princeton Policy 418 (Drug-Free Workplace/Drug-Free School)

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PRINCETON PUBLIC SCHOOLS

CHEMICAL USE AND ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, 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. It is the policy of this school district to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.
- C. The school district shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

III. DEFINITIONS

- A. "Chemical abuse" means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.

- B. “Chemicals” includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.
- C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

A. Instruction

1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.
2. Each school shall have age-appropriate, developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as appropriate;
 - b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;
 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against

violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.

4. Each school shall disseminate drug and violence prevention information within the school and to the community.
5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
6. Each school shall have drug and violence prevention activities that may include the following:
 - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
 - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
 - c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.
 - d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
 - e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use and Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:

- a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical pre-assessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.
 - e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
- a. The employee shall notify the building administrator or a member of the pre-assessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline

policy and the Pupil Fair Dismissal Act, Minn. Stat. §121A.40-121A.56, and proposed for expulsion.

4. Searches by school district officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Pre-assessment Team

1. Every school shall have a chemical abuse pre-assessment 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 45 days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the pre-assessment 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 6 months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than 6 months after the student is no longer enrolled in the district.
 - c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. Consent

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

F. School and Community Advisory Team

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

V. EMPLOYEES

- A. The superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students and others about:
1. The dangers and health risks of chemical abuse in the workplace/school.
 2. The school district's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry and/or assistance programs available to employees and/or students.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act of 1988 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.

- Legal References:** Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act of 1988)
20 U.S.C. §§ 7101-7144 (Safe and Drug-Free Schools and Communities Act of 1994)
34 C.F.R. Part 85 (Government-wide Requirements for Drug-Free Workplace)
- Cross Reference:** MSBA/MASA Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Policy 418 (Drug-Free Workplace/Drug Free School)
~~MSBA/MASA Policy 506 (Student Discipline)~~
MSBA/MASA Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Policy 506 (Student Discipline)
MSBA/MASA Policy 527 (Student Motor Vehicles; Use; Parking; Search)

Adopted: April 28, 1987
Revised: May 25, 1993
Revised: June 13, 1995
Revised: August 27, 1996
Revised: September 9, 1997
Revised: June 25, 2002
Revised: May 11, 2004

Revised: June 25, 2013

2015

Revised: May 19,

PRINCETON PUBLIC SCHOOLS

**DRUG-FREE WORKPLACE/
DRUG-FREE SCHOOL****I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, 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 alcohol, toxic substances, or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "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.
- D. "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. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- F. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

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

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance 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 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. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students.

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

B. Employees.

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

C. The Public.

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

Legal References: Minn. Stat. § 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)
 41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
 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 85 (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/Abuse)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 516 (Student Medication)

Independent School District #477
 Princeton, Minnesota 55371

Adopted: June 8, 2004
 Revised: January 14, 2014

PRINCETON PUBLIC SCHOOLS**TOBACCO-FREE ENVIRONMENT**

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. “Electronic cigarette” means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.
- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking.
- D. “Smoking” means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarette, including the inhaling and exhaling of vapor from any electronic delivery device.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

V. ENFORCEMENT

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

VI. DISSEMINATION OF POLICY

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

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Princeton Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Princeton Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Adopted: June 8, 2004
Revised: August 26, 2008
Revised: October 27, 2009
Revised: December 21, 2010
Revised: June 28, 2011
Revised: January 14, 2014
Revised: May 19, 2015

FOR ACTION

**INDEPENDENT SCHOOL DISTRICT 477
SPECIAL MEETING, JUNE 2, 2015**

SUBJECT: PERSONNEL RECOMMENDATION

Be It Resolved, That

The School Board

**Approve Barbara Muckenhirn, High School Principal, as
interim Superintendent of Schools, effective July 1, 2015**

BACKGROUND

Barbara Muckenhirn is the current High School Principal for the district. She holds a Minnesota superintendent's license, has proven leadership abilities, and is aware of current District issues and initiatives.

SUPERINTENDENT'S EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (2015), the School Board of Independent School District No. 477, Princeton ("District" or "School Board") enters into this employment contract ("Contract") with Julia Espe ("Superintendent"). In consideration of the mutual promises contained in this Contract and for other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of 364 days beginning on July 2, 2015, and ending on June 30, 2016. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2016. When this Contract expires, neither party will have any further claim against the other, and the District's employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent's written request, the School Board will evaluate the Superintendent's performance between three to six months before the expiration of this Contract.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or the Superintendent's representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent or a representative makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty (60) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator's decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent or the Superintendent's representative fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Superintendent's Option. The Superintendent may terminate this Contract at any time by providing written notice to the School Board one hundred fifty (150) calendar days in advance of the date of termination. If the Superintendent terminates this Contract with less than one hundred fifty calendar days notice, the Superintendent must pay the District liquidated damages in the amount of seven thousand five hundred dollars (\$7,500).

Section 6: Limited Application of Minnesota Statutes Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, the parties mutually agree that Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of her superintendent's license to the District's Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the

Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of one hundred forty-four thousand, two hundred and seven dollars and zero cents (\$144,207.00) for services provided during the 2015-2016 school year. The District will pay the Superintendent her gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule for administrators in the District.

Section 2: Health Savings Account. At the end of each school year covered by this Contract, the District will make a payment in the amount of three thousand dollars and zero cents (\$3,000.00) to the Superintendent's health savings account.

Section 3: TRA. The Superintendent has notified the District that she qualifies for retirement benefits pursuant to the Teachers Retirement Association ("TRA") and that neither she nor the District is obligated to pay TRA a percentage of the wages that she earns while this Contract is in effect. Accordingly, during the term of this Contract, the District will not pay a percentage of the Superintendent's salary to TRA, and the District will not withhold or otherwise deduct the ordinary employee contribution from the Superintendent's salary. By mutual agreement, the parties terminated the previous contract effective June 30, 2015. Although this 364-day Contract is intended to serve as a return to work agreement under Minnesota Statutes section 354.444, the District makes no representations, promises or guarantees with respect to the impact of this Contract on the Superintendent's eligibility for, receipt of, or amount of retirement benefits from TRA. The parties recognize and agree that those items are issues between the Superintendent and TRA.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year is twelve months in length and runs from July 1 through June 30 of each school year covered by this Contract. The Superintendent's duty year consists of 260 duty days, less paid time off, paid holidays. The Superintendent must perform services on those legal holidays on which the School Board is authorized to conduct school, if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Paid Time Off. The Superintendent will accrue three days of paid time off ("PTO") on the fifteenth day of each month that she performs services during the term of this Contract. The Superintendent may accumulate up to 108 days of PTO during the term of this Contract. However, upon termination of her employment for any reason, including the expiration or nonrenewal of this Contract, the Superintendent will not receive payment for any accumulated days of PTO. The Superintendent must complete the appropriate documentation for each day of PTO she uses and must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of PTO, unless the PTO is being utilized for a leave taken pursuant to the Family

Medical Leave Act (“FMLA”). The Superintendent may annually elect to have the District contribute to her Health Savings Account or to a post-retirement health care savings account the value of up to ten days of accumulated PTO. The value of one day of PTO equals the Superintendent’s gross annual salary at the time of the contribution divided by 260.

Section 3: Paid Holidays. The Superintendent is entitled to eleven (11) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be:

- | | |
|------------------------|---|
| Independence Day | New Year’s Day |
| Labor Day | Duty Day before or after New Year’s Day |
| Thanksgiving Day | Martin Luther King, Jr. Day |
| Day after Thanksgiving | Good Friday |
| Day before Christmas | Memorial Day |
| Christmas Day | |

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer at least one group health and hospitalization insurance plan to the Superintendent. The District will pay the full amount of the monthly premium regardless of whether the Superintendent elects single or family coverage.

Section 2: Dental. The District will select and offer at least one dental plan. The District will pay the full amount of the monthly premium for dental insurance regardless of whether the Superintendent elects single or family coverage.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit that is at least twice the Superintendent’s salary for the 2013-2014 school year. This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent’s named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability (“LTD”) insurance plan selected by the District for the Superintendent. The plan will provide a benefit of two-thirds (2/3) of the Superintendent’s gross monthly salary with a waiting period of not more than ninety (90) calendar days. The District will select the LTD insurance carrier and the plan.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District’s only obligation is to select an insurance plan and make the premium contributions that are stated in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of the denial of a claim or the denial of any insurance benefits if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District’s obligation to make any contribution toward the cost of any insurance premium

described in this Article will cease immediately upon the expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever her attendance is required or permitted by the School Board or the School Board Chair. The Superintendent must periodically report to the School Board about the meetings and conferences she has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and meets the Superintendent may attend at District expense.

Section 2: Dues. The District will pay the Superintendent's professional dues to the American Association of School Administrators, the Minnesota Association of School Administrators, and one additional organization of the Superintendent's choice. The District will also pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the School Board Chair.

Section 3: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that she incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny any expense that was not approved in advance. Accordingly, the Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense.

Section 4: Automobile Mileage Reimbursement. The School Board recognizes that the Superintendent must occasionally travel for District business. Pursuant to Minnesota Statutes section 471.665, subdivision 1, the District will reimburse the Superintendent at the District approved rate per mile for travel outside the District in her personal vehicle. This paragraph does not apply to miles driven to and from work.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, she may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities, if the School Board Chair determines that such activities do not impede the Superintendent's ability to perform her duties as the District's superintendent. The Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with her employment and she is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District’s obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, she will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that she submits to the District any compensation received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to her contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

Section 6: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

I have subscribed my signature
this ___ day of _____, 2015.

Superintendent

I have subscribed my signature
this ___ day of _____, 2015.

School Board Chair

I have subscribed my signature
this ___ day of _____, 2015

School Board Clerk

RASW: 33732

SUPERINTENDENT'S EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (~~2013~~ 2015), the School Board of Independent School District No. 477, Princeton ("District" or "School Board") enters into this employment contract ("Contract") with Julia Espe ("Superintendent"). In consideration of the mutual promises contained in this Contract and for other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of ~~three (3) years~~ 364 days beginning on ~~July 1, 2013~~ July 2, 2015, and ending on June 30, 2016. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2016. When this Contract expires, neither party will have any further claim against the other, and the District's employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent's written request, the School Board will evaluate the Superintendent's performance between three to six months before the expiration of this Contract.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or the Superintendent's representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent or a representative makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty (60) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator's decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent or the Superintendent's representative fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Superintendent's Option. The Superintendent may terminate this Contract at any time by providing written notice to the School Board one hundred fifty (150) calendar days in advance of the date of termination. If the Superintendent terminates this Contract with less than one hundred fifty calendar days notice, the Superintendent must pay the District liquidated damages in the amount of seven thousand five hundred dollars (\$7,500).

Section 6: Limited Application of Minnesota Statutes Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, the parties mutually agree that Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of her superintendent's license to the District's Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the

Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of ~~one hundred thirty nine thousand three hundred twenty dollars and zero cents (\$139,320.00) for the 2013-2014 school year; one hundred forty one thousand three hundred seventy nine dollars and zero cents (\$141,379.00) for the 2014-2015 school year; and one hundred _____ thousand _____ dollars and zero cents (\$1____,____.00) for services provided during~~ the 2015-2016 school year. ~~During each school year covered by this Contract, t~~The District will pay the Superintendent her gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule for administrators in the District.

Section 2: Health Savings Account. At the end of each school year covered by this Contract, the District will make a payment in the amount of three thousand dollars and zero cents (\$3,000.00) to the Superintendent's health savings account.

Section 3: TRA. The Superintendent has notified the District that she qualifies for retirement benefits pursuant to the Teachers Retirement Association ("TRA") and that neither she nor the District is obligated to pay TRA a percentage of the wages that she earns while this Contract is in effect. Accordingly, during the term of this Contract, the District will not pay a percentage of the Superintendent's salary to TRA, and the District will not withhold or otherwise deduct the ordinary employee contribution from the Superintendent's salary. By mutual agreement, the parties terminated the previous contract effective June 30, 2015. Although this 364-day Contract is intended to serve as a return to work agreement under Minnesota Statutes section 354.444, the District makes no representations, promises or guarantees with respect to the impact of this Contract on the Superintendent's eligibility for, receipt of, or amount of retirement benefits from TRA. The parties recognize and agree that those items are issues between the Superintendent and TRA.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year is twelve months in length and runs from July 1 through June 30 of each school year covered by this Contract. The Superintendent's duty year consists of 260 duty days, less paid time off, paid holidays. The Superintendent must perform services on those legal holidays on which the School Board is authorized to conduct school, if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Paid Time Off. The Superintendent will accrue three days of paid time off ("PTO") on the fifteenth day of each month that she performs services during the term of this Contract. The Superintendent may accumulate up to 108 days of PTO during the term of this Contract. However, upon termination of her employment for any reason, including the expiration or nonrenewal of this Contract, the Superintendent will not receive payment for any accumulated days of PTO. The

Superintendent must complete the appropriate documentation for each day of PTO she uses and must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of PTO, unless the PTO is being utilized for a leave taken pursuant to the Family Medical Leave Act (“FMLA”). The Superintendent may annually elect to have the District contribute to her Health Savings Account or to a post-retirement health care savings account the value of up to ten days of accumulated PTO. The value of one day of PTO equals the Superintendent’s gross annual salary at the time of the contribution divided by 260.

Section 3: Paid Holidays. The Superintendent is entitled to eleven (11) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be:

- | | |
|------------------------|---|
| Independence Day | New Year’s Day |
| Labor Day | Duty Day before or after New Year’s Day |
| Thanksgiving Day | Martin Luther King, Jr. Day |
| Day after Thanksgiving | Good Friday |
| Day before Christmas | Memorial Day |
| Christmas Day | |

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer at least one group health and hospitalization insurance plan to the Superintendent. The District will pay the full amount of the monthly premium regardless of whether the Superintendent elects single or family coverage.

Section 2: Dental. The District will select and offer at least one dental plan. The District will pay the full amount of the monthly premium for dental insurance regardless of whether the Superintendent elects single or family coverage.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit that is at least twice the Superintendent’s salary for the 2013-2014 school year. This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent’s named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability (“LTD”) insurance plan selected by the District for the Superintendent. The plan will provide a benefit of two-thirds (2/3) of the Superintendent’s gross monthly salary with a waiting period of not more than ninety (90) calendar days. The District will select the LTD insurance carrier and the plan.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District’s only obligation is to select an insurance plan and make the premium contributions that are stated in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of the denial of a claim or the denial of any insurance benefits if the District has purchased the policies and paid

the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of any insurance premium described in this Article will cease immediately upon the expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever her attendance is required or permitted by the School Board or the School Board Chair. The Superintendent must periodically report to the School Board about the meetings and conferences she has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and meets the Superintendent may attend at District expense.

Section 2: Dues. The District will pay the Superintendent's professional dues to the American Association of School Administrators, the Minnesota Association of School Administrators, and one additional organization of the Superintendent's choice. The District will also pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the School Board Chair.

Section 3: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that she incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny any expense that was not approved in advance. Accordingly, the Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense.

Section 4: Automobile Mileage Reimbursement. The School Board recognizes that the Superintendent must occasionally travel for District business. Pursuant to Minnesota Statutes section 471.665, subdivision 1, the District will reimburse the Superintendent at the District approved rate per mile for travel outside the District in her personal vehicle. This paragraph does not apply to miles driven to and from work.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, she may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities, if the School Board Chair determines that such activities do not impede the Superintendent's ability to perform her duties as the District's superintendent. The Superintendent

may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with her employment and she is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District’s obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, she will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that she submits to the District any compensation received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to her contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

Section 6: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

I have subscribed my signature
this ___ day of _____, ~~2013~~ 2015.

I have subscribed my signature
this ___ day of _____, ~~2013~~ 2015.

Superintendent

School Board Chair

I have subscribed my signature
this ___ day of _____, ~~2013~~ 2015

School Board Clerk

RASW: 33732

PROPOSED BOARD PROCESS AND MESSAGES
JUNE 2, 2015

Messages

- I. The new agreement is a **restructuring of the current contract** to the mutual benefit of both the District and Dr. Espe.
 - a. This is a **legal process**, allowable under state statute and employed by other Minnesota School Districts.
 - b. The new agreement permits Dr. Espe to access eligible retirement benefits **without additional cost to the district**.
 - c. **Minimal changes** to the current contract will be made to allow for the TRA benefits.

Board Action Items

- I. In an effort to continue the employment of Dr. Julia Espe as Superintendent of Princeton Public Schools and to allow her to access eligible retirement benefits, without adding additional costs to the district, the following proposals will need approval through board action.
- II. In order to start the process to allow Dr. Espe to access TRA Retirement Benefits, Dr. Espe needs to submit her retirement to the Board. (Retirement part of Consent Agenda.) Her retirement would go into effect June 30, 2015.
 - a. Motion
 - b. Roll Call
- III. The Board takes Action to Terminate the current contract between Dr. Julia Espe and Princeton Public Schools.
 - a. Motion
 - b. Roll Call
- IV. The Board takes action to approve the appointment of Princeton High School Principal, Barbara Muckenhirn as interim Superintendent to be effective July 1, 2015.
 - a. Motion
 - b. Roll Call
- V. The Board then discusses, reviews, and takes action on a new contract that re-employs Dr. Espe effective July 2, 2015.
 - a. Motion
 - b. Roll Call

Type	Quantity	Deans	Total Deans	Kemps	Total Kemps
1/2 Pint Low Fat White	85,000	0.186	\$15,810.00	0.189	\$16,065.00
1/2 Pint Skim White	55,000	0.179	\$9,845.00	0.184	\$10,120.00
1/2 Pint Skim Chocolate (18 grams of sugar)	375,000	0.196	\$73,500.00	0.190	\$71,250.00
1/2 Pint Lactose Reduced	1	0.650	\$0.65	0.650	\$0.65
Total			\$99,155.65		\$97,435.65
Recommend we accept Kemps as Low Bid					

HEALTH AND SAFETY

Finance May 5, 2015

Board Approved

PHYSICAL HAZARD CONTROLS (347)

PROJECT NAME	BUILDING	2015 PROJECTED	2016 PROJECTED	2017 PROJECTED
Food Service Inspection	District(High School)	\$1,511.50	\$1,511.50	\$1,511.50
Food Service Inspection	Middle School	\$1,154.00	\$1,154.00	\$1,154.00
Food Service Inspection	North Elem	\$1,154.00	\$1,154.00	\$1,154.00
Food Service Inspection	South Elem	\$1,154.00	\$1,154.00	\$1,154.00
Food Service Inspection	Concession	\$266.00	\$266.00	\$266.00
Lockout/Tagout Equipment	District	\$200.00	\$100.00	\$100.00
Replace Burned & Torn Welding Curtains	High School	\$400.00	\$400.00	\$400.00
Hearing Conservation earmuffs/earplugs	District	\$100.00	\$100.00	\$100.00
PPE-Classrooms gloves, glasses, aprons	District	\$1,500.00	\$1,500.00	\$1,500.00
PPE-Custodians; gloves, safety glasses, face shields, aprons, respirators ect.	District	\$1,000.00	\$1,000.00	\$1,000.00
Personal Lift Inspection and trainings	Middle	\$225.00	\$225.00	\$225.00
Personal Lift Inspection and trainings	High School	\$225.00	\$225.00	\$225.00
Elevator Inspections (2) 12per year	District Office	\$2,300.00	\$2,300.00	\$2,300.00
Annual Auto Lift lift Inspection	High School	\$415.00	\$415.00	\$415.00
Playground safety surface-NO 2012,	North Elem	\$500.00	\$500.00	\$500.00
Replace Safety Surface at playground; engineered wood fiber 2000 sq ft	South Elem	\$500.00	\$0.00	\$0.00
Bucket Truck Lift Inspection		\$350.00	\$350.00	\$350.00
Machine Guarding		\$0.00	\$0.00	\$0.00
TOTAL 347		\$12,954.50	\$12,354.50	\$12,354.50

HAZARDOUS SUBSTANCE (349)

PROJECT NAME	BUILDING	2015 PROJECTED	2016 PROJECTED	2017 PROJECTED
Backflow Preventor Inspections (12)	District	\$3,000.00	\$3,000.00	\$3,000.00
Tier II Fees	District	\$75.00	\$75.00	\$75.00
Hazardous waste disposal	High School	\$4,500.00	\$4,500.00	\$4,500.00

Fume Hood for Auto Shop	High School		\$0.00	\$1,725.00	\$0.00
5 Year Lead Testing-2020	District		\$1,540.00	Every 5 Yrs	Every 5 Yrs
5 Year Radon Testing-2020	District		\$1,649.00	Every 5 Yrs	Every 5 Yrs
TOTAL 349			\$10,764.00	\$9,300.00	\$7,575.00

**HEALTH, SAFETY, AND ENVIRONMENTAL
MANGEMENT (352)**

PROJECT NAME	BUILDING		2015 PROJECTED	2016 PROJECTED	2017 PROJECTED
AED programing and supplies	District		\$500.00	\$800.00	\$800.00
Health & Safety assistance-RT&S contract	District		\$30,250.00	\$30,000.00	\$30,000.00
Chemical Health Officer-MGMT 200 hours approx	District		\$1,000.00	\$1,000.00	\$1,000.00
Hearing Tests-training for staff	District		\$1,000.00	\$1,000.00	\$1,000.00
Pest MGMT. pamphlets.notices	District		\$100.00	\$100.00	\$100.00
Designated BBP person-120 Hours	District		\$2,000.00	\$1,500.00	\$1,500.00
Designated H&S person-Bldgs Grounds 200 hours	District		\$8,000.00	\$8,320.00	\$8,320.00
Safety committee-AWAIR-& expenses- 4 meetings 13 members	District		\$1,128.00	\$500.00	\$500.00
Annual MOCK OSHA walk-thru, wayne warzecha	District		\$2,500.00	\$2,500.00	\$2,500.00
Update Emergency Action Plan Procedures and Routes	District		\$1,250.00	\$1,250.00	\$1,250.00
BBP & ERTK Training all staff through Safe Schools	District		\$2,000.00	\$0.00	\$0.00
Hepatis B Requirements	District		\$300.00	\$300.00	\$300.00
Eye Wash Station Cartridges	District		\$300.00	\$300.00	\$300.00
First Aid, CPR, and Emergency Training and Planning	District		\$1,500.00	\$1,500.00	\$1,500.00
MSDS change to SDS format	District		\$5,000.00	\$0.00	\$0.00
TOTAL 352			\$56,828.00	\$49,070.00	\$49,070.00

ASBESTOS (358)

PROJECT NAME	BUILDING		2015 PROJECTED	2016 PROJECTED	2017 PROJECTED
North Elementary Storage Room Abatement	District		\$3,500.00	\$0.00	\$0.00
Abate Asbestos loading Dock	District Office		\$5,000.00	\$0.00	\$0.00
TOTAL 358			\$8,500.00	\$0.00	\$0.00

Asbestos Projects for HS Industrial Tech area is currently part of the building project

FIRE SAFETY (363)					
PROJECT NAME	BUILDING		2015 PROJECTED	2016 PROJECTED	2017 PROJECTED
Fire extinguisher inspections and maintenance	Districtwide		\$750.00	\$750.00	\$750.00
Annual Fire alarm Inspection	Districtwide		\$3,500.00	\$3,500.00	\$3,500.00
Annual Inspection sprinkler system	Districtwide		\$1,125.00	\$1,145.00	\$1,145.00
3 YR State Fire Marshal Inspection 2016	Districtwide		\$0.00	\$8,000.00	\$0.00
Bi-Annual Kitchen Ansul ext. inspection	Districtwide		\$700.00	\$1,600.00	\$1,600.00
Emergency Exit Lights & Signs	Districtwide		\$400.00	\$500.00	\$500.00
TOTAL 363			\$6,475.00	\$15,495.00	\$7,495.00
INDOOR AIR QUALITY (366)					
Overall Total for H & S			\$95,521.50	\$86,219.50	\$76,494.50