

**Harvest Best Academy**  
**Board of Directors Agenda**  
**April 23, 2024 5:30pm-7:00pm**

The board meeting will be held in the library at Harvest Best Academy.

1. Call Meeting to Order
2. Approval of March Minutes (page HBA-2)
3. Financial Report (page HBA-3)
4. Approval of 990's
5. Academic Report
  - a. MCA Update
6. Board Policies (page HBA-62)
7. Osprey Wilds Board Meeting Feedback (page HBA-42)
8. Osprey Wilds HBA Contract Completion Work Plan (page HBA-54)
9. Financial Management – FY25 (page HBA-56)
  - a. Business Manager
10. Contracts
  - a. Lavinia
11. Phoenix Rising: HBA Comeback Celebration
12. PTO Buy Out
13. Close Meeting

The next item on the agenda is a review of pending litigation. In order to consider this litigation, the Board of Directors must meet with its attorney in a confidential setting to obtain advice regarding pending litigation. It would be detrimental to the interest of the Academy to hold a public discussion with its attorney regarding its legal positions and strategy. The matter to be discussed is Minor Doe 601 v. Best Academy et al. The specific subjects to be discussed, pursuant to Minn. Stat. § 13D.01, subd. 3, are the School District's legal positions, defenses, and strategies with respect to the pending litigation. Pursuant to Minnesota Statutes, section 13D.05, subd. 3(b) and the attorney-client privilege, I will entertain a motion that the meeting now be closed for the purposes stated.
14. Adjourn Meeting

**Harvest Best Academy**  
**Board of Director Minutes**  
**April 2, 2024**

Board members present: Ezra Hyland, Meghan Roegge, Sarah Swanson, Anura Si-Asar, DeAndra Knighten, Markanetta Smith, Laquita Love-Limo

Staff Present: Eric Mahmoud, Emily Peterson, Fatou Diahame

Meeting called to order at 5:31pm.

1. Approval of February Minutes
  - a. Minutes were approved unanimously by the board of directors.
  
2. Financial Report- Rendered by E. Peterson
  - a. M. Roegge made a motion to approve the February financials.
  - b. Seconded by S. Swanson.
  - c. January financial reports were approved unanimously by the board of directors.
  
3. FY25 Budget: First Draft
  - a. Budget will be presented to board members at the special board meeting on April 5<sup>th</sup>.
  - b. Budget based on 720 students.
  
4. Building Acquisition
  - a. HBA is in the process of finding an underwriter.
  
5. 2024-2025 Calendar Approval
  - a. A. Si-Asar made a motion to approve the FY25 calendar with the addition of the board election date.
  - b. Seconded by D. Knighten.
  - c. The FY25 calendar was approved unanimously by the board of directors.
  
6. Authorizer Report- Rendered by A. Mazza
  - a. Osprey Wilds congratulated HBA on their 5-year contract renewal.
  - b. OW also talked about what HBA did well over the last 5 years and areas for growth.
  
7. Academic Report- Rendered by E. Mahmoud
  - a. Shared Term 3 Comprehensive scores in math and reading.
  - b. Biggest concern is reading.
  
8. Meeting adjourned at 6:48pm.



**Harvest Best Academy  
Minneapolis, MN  
District 4192**

**Financial Report**

**March 31, 2024**

Harvest Best Academy  
Minneapolis, Minnesota  
March 31, 2024  
Financial Report

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*This financial report is prepared in a modified format in that they exclude footnotes and required supplementary information in order to be considered a full set of financial statements. The excluded portions will be included in the fiscal year end audited financial statements. The accompanying financial report of the school was not subjected to an audit, review, or compilation engagement by Creative Planning and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.*

**Harvest Best Academy**  
**Minneapolis, Minnesota**  
**March 31, 2024**  
**Financial Report**  
**Executive Summary**

**Summary of Key Financial Indicators**

- Average Daily Membership (ADM) Overview
  - Approved Budget: 707
  - Revised Budget: 680
  - Actual: 675.73
  
- The revised budget projects a budgeted surplus for the year of \$794,638. This would result in a projected cumulative fund balance of \$4,404,887 or 23.9% of expenditures at fiscal year-end.

**Financial Report Key Points**

- As of month-end, 75% of the year was complete.
- Revenues received at end of the reporting period – 79.8%
- Expenditures disbursed at end of the reporting period – 80.4%
- Cash Balance as of the reporting period is \$473,316. Please see the cash flow projection for more detailed information.
- Prior year Due from MN Department of Education is \$199,981 as of the reporting period.
- Current year state receivable is an estimated \$1,261,725 based on the 10% holdback.
- Federal Aids due to the district from FY23 have been paid in full.
- Current year Federal grants receivable is currently \$114,173 based on expenditures.
- Payroll deductions and contributions represents insurance expenditures which will be deducted from employee payrolls.
- Salaries and benefits Summer Payable estimate represents the estimated amount owed year to date in July 2024 for the final teacher payment of the current contract year.
- The school was approved for a loan from Propel for \$1.2M and these funds were received in February.
- Currently, Technology Consulting Services, Non-Instructional Supplies, Technology Supplies, Leasehold Improvements, Family Engagement, and Technology Equipment are over budget. Details have been sent to school leadership for review.

## **Supplemental Information**

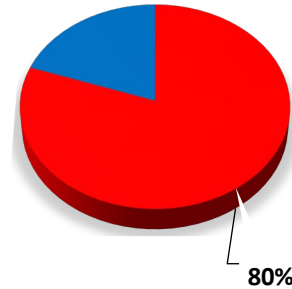
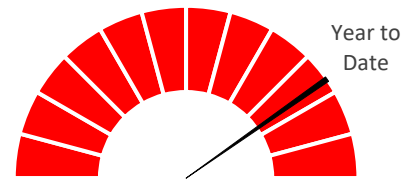
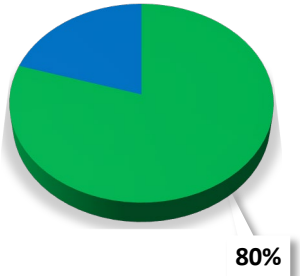
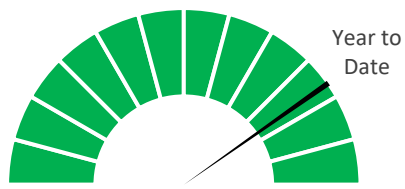
- Supplemental information is provided to show checks written, receipts posted, and journal entries completed for the current month.

*Please contact [kelly.rimpila@creativeplanning.com](mailto:kelly.rimpila@creativeplanning.com) should you have any questions related to the financial report.*

**Harvest Best Academy  
Minneapolis MN  
Financial Report Dashboard  
As of March 31, 2024**

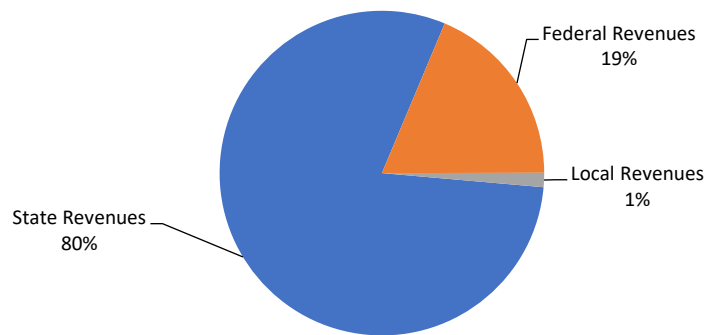
**Financial Summary - Budgeted Amounts and Year to Date Activity**

<i>Resources to Operate Programs (Revenues):</i>		<i>Funds Used to Provide Programs and Services (Expenses):</i>			<i>Excess / Deficit</i>
<b>Revised Budget</b>	<b>\$19,228,755</b>		<b>Revised Budget</b>	<b>\$18,434,117</b>	<b>\$794,638</b>
<b>Year to Date</b>	<b>\$15,346,786</b>	<b>79.8%</b>	<b>Year to Date</b>	<b>\$14,820,068</b>	<b>80.4%</b>
					<b>\$526,718</b>

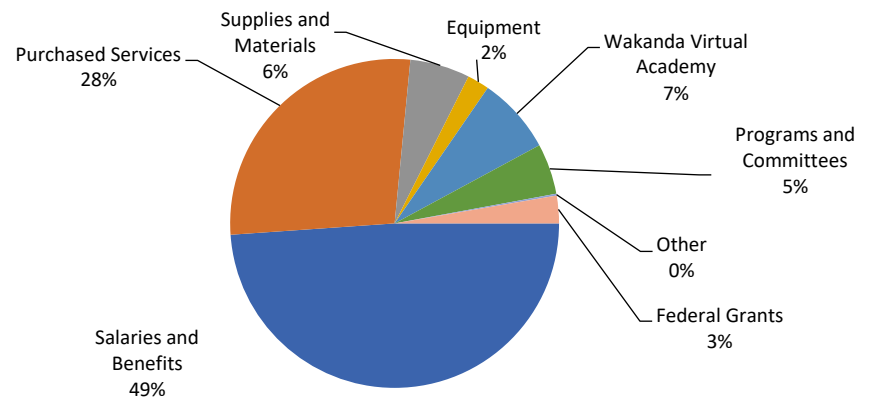


**Budgets for the Year**

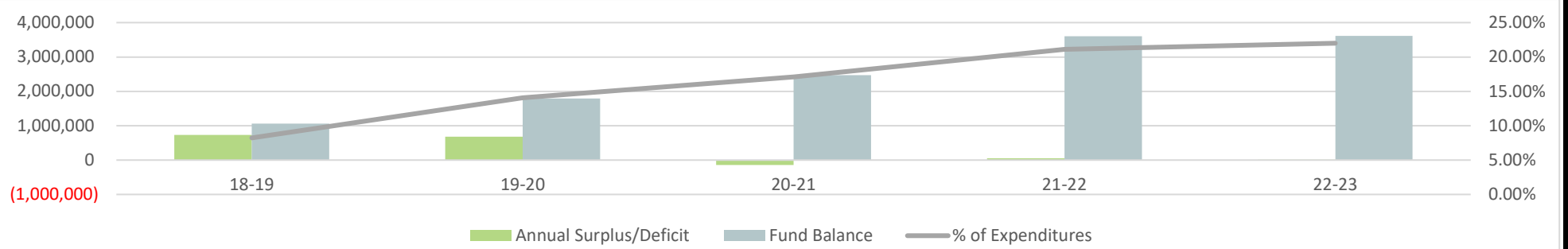
*Where funds will come from to operate the school:*



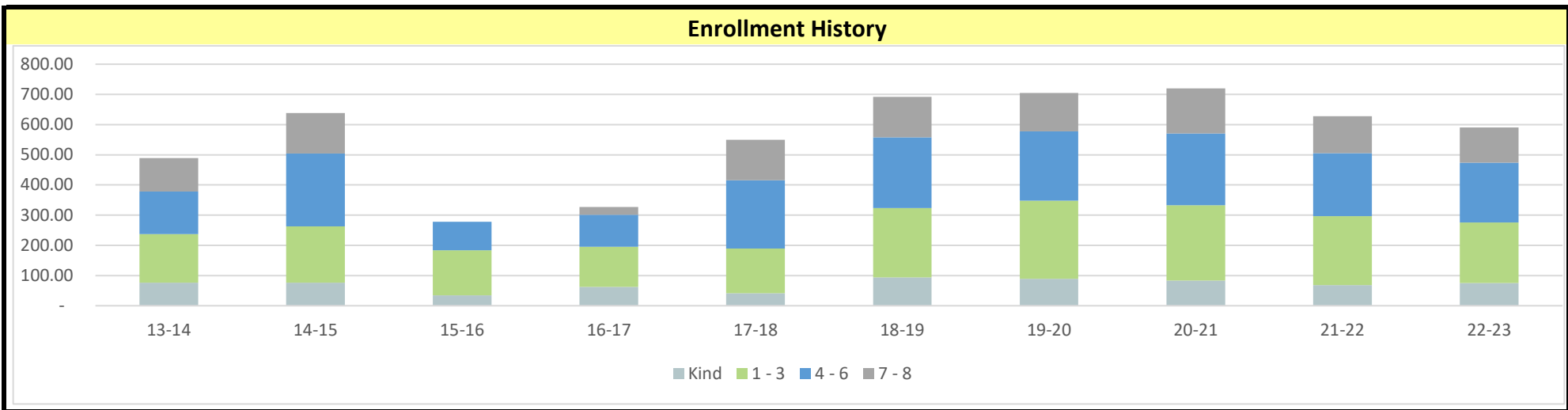
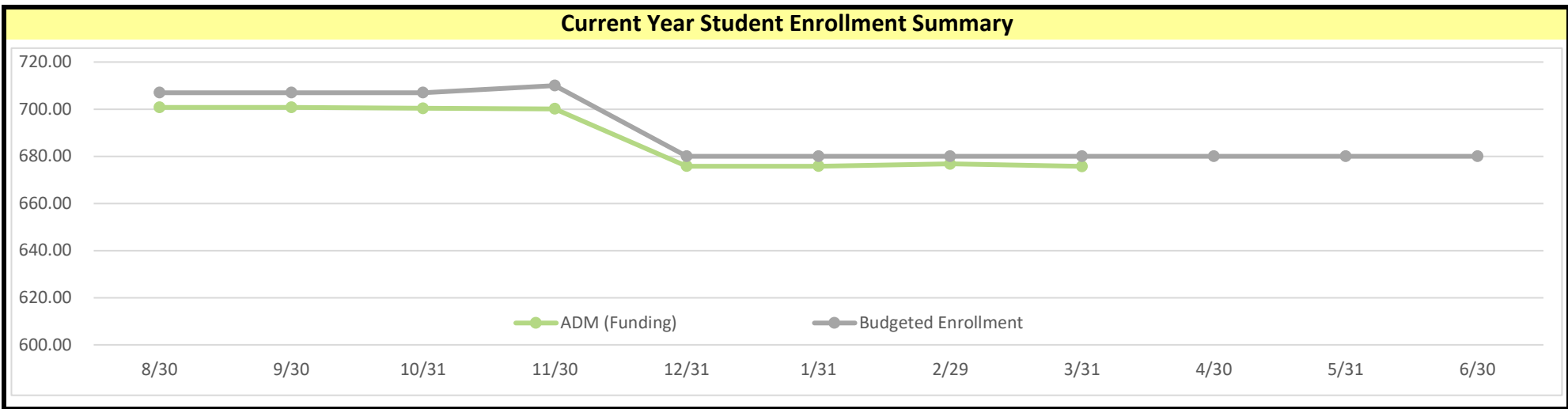
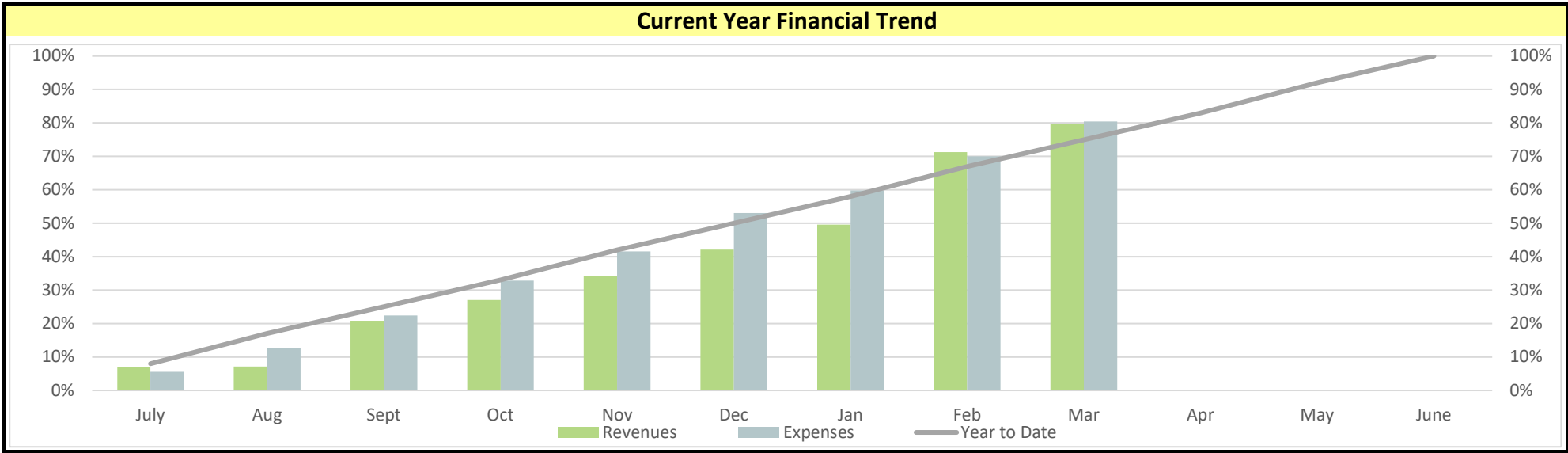
*How the money is budgeted to be spent:*



**Fund Balance History**



**Harvest Best Academy  
Minneapolis MN  
Financial Report Dashboard  
As of March 31, 2024**



Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information.  
No CPA provides any assurance on these financial statements.



**Harvest Best Academy  
Minneapolis, MN  
Balance Sheet  
As of March 31, 2024**

	<b>Audited Balance July 1, 2023</b>	<b>Balance at End of the Month</b>
<b>Assets</b>		
101-00 Checking	\$ 356,065	\$ 473,316
115 Accounts receivable	29,869	24,469
115 Accounts receivable - ERC	578,743	1,800,000
115 Accounts receivable - Mahmoud pledge	10,649	10,649
118 Due from Other Funds	56,607	-
118 Due from Building Company	13,482	280,307
121 Due from MN Department of Education	2,253,943	199,981
Current year state holdback receivable		1,261,725
122 Federal aids due from MDE	1,133,259	-
Current year federal grant receivable		114,173
131 Prepaid expenses and deposits	121,930	40,116
131 SEED Security Deposits	139,285	139,285
<b>Total all assets</b>	<b>\$ 4,693,832</b>	<b>\$ 4,344,021</b>
<b>Liabilities and Fund Balance</b>		
Current liabilities		
201 Salaries and wages payable	\$ 203,921	\$ (775)
215 Payroll deductions and contributions	108,418	(41,906)
Salaries and Benefits Summer Payable estimate		249,735
205 Due to Other Funds	56,607	-
206 Accounts payable	714,637	-
Total liabilities	<u>\$ 1,083,583</u>	<u>\$ 207,054</u>
Fund balance		
Fund balance July 1st	\$ 3,610,249	\$ 3,610,249
Net income to date		526,718
Total fund balance	3,610,249	4,136,967
<b>Total liabilities and fund balance</b>	<b>\$ 4,693,832</b>	<b>\$ 4,344,021</b>

Management has elected to omit substantially all disclosures, government-wide financial statements and required supplementary information. No CPA provides any assurance on these financial statements.

**Harvest Best Academy  
Minneapolis, MN  
Statement of Revenue and Expenditures  
As of March 31, 2024**

	<i>Months</i>			<i>9.00</i>	<i>75.0%</i>
	<b>Approved Budget 2023-2024</b>	<b>Revised Budget 2023-2024</b>	<b>March 2024 Activity</b>	<b>Year to Date Totals 2023-2024</b>	<b>Percent of Revised Budget</b>
Enrollment (Average Daily Membership)	707	680		675.73	
<b>Total All Funds</b>					
Revenues					
State Revenues	\$ 15,186,674	\$ 15,371,155	\$ 1,275,930	\$ 11,483,366	74.7%
Federal Revenues	2,966,681	3,011,700	232,947	2,196,246	72.9%
Local Revenues	28,400	272,900	42,228	1,367,949	501.3%
Food Service Revenues	572,000	573,000	101,009	299,225	52.2%
<b>Total Revenues</b>	<b>\$ 18,753,755</b>	<b>\$ 19,228,755</b>	<b>\$ 1,652,114</b>	<b>15,346,786</b>	<b>79.8%</b>
	check \$ 18,753,755	\$ 19,228,755	\$ 1,652,114	15,346,786	
Expenditures					
Salaries and Benefits	\$ 9,958,303	\$ 9,014,390	\$ 754,820	\$ 6,785,064	75.3%
Purchased Services	5,312,174	5,093,887	484,414	3,978,053	78.1%
Supplies and Materials	1,084,944	1,084,944	76,077	804,199	74.1%
Equipment	256,172	399,939	25,500	515,491	128.9%
Wakanda Virtual Academy	1,041,540	1,388,605	435,467	1,452,802	104.6%
Programs and Committees	319,219	919,268	65,894	807,321	87.8%
Other	31,414	33,295	52,707	84,853	254.9%
Federal Grants	635,600	499,790	28,987	392,286	78.5%
<b>Total Expenditures</b>	<b>\$ 18,639,366</b>	<b>\$ 18,434,117</b>	<b>\$ 1,923,866</b>	<b>14,820,068</b>	<b>80.4%</b>
	check \$ 18,639,366	\$ 18,434,117	\$ 1,923,866	14,820,068	
<b>Net effect of Operations - All Funds</b>	<b>\$ 114,389</b>	<b>\$ 794,638</b>	<b>\$ (271,752)</b>	<b>526,718</b>	
Beginning Fund Balance	\$ 3,610,249	\$ 3,610,249			
<b>Ending Fund Balance</b>	<b>\$ 3,724,638</b>	<b>\$ 4,404,887</b>			
Fund Balance % of Expenditures	20.0%	23.9%			

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**Harvest Best Academy**  
**Minneapolis, MN**  
**Statement of Revenue and Expenditures**  
**As of March 31, 2024**

	<i>Months</i>			<i>9.00</i>	<i>75.0%</i>
	<b>Approved Budget 2023-2024</b>	<b>Revised Budget 2023-2024</b>	<b>March 2024 Activity</b>	<b>Year to Date Totals 2023-2024</b>	<b>Percent of Revised Budget</b>
<b>General fund - 01</b>					
Revenues					
State Revenues					
211 General Education Aid	\$ 7,989,563	\$ 7,866,589	\$ 237,436	\$ 6,019,738	76.5%
335-300 Q Comp Aid	173,837	158,168	-	30,431	19.2%
212 Literacy Incentive Aid	44,201	34,600	13,840	31,140	90.0%
201 Endowment Fund Apportionment	28,676	34,063	18,339	35,370	103.8%
348 Charter School Lease Aid	839,284	928,472	-	323,770	34.9%
317 Long Term Facilities Maintenance Revenue	96,518	93,271	-	-	0.0%
360 Special Education & ADSIS Aid	5,994,595	6,195,992	879,972	3,781,192	61.0%
Supplemental Aid	-	20,000	-	-	0.0%
Student Support Aid (begin FY24)	-	20,000	-	-	0.0%
School Library Aid (begin FY24)	20,000	20,000	-	-	0.0%
Estimated State Holdback Amount	-	-	126,343	1,261,725	
Total State Revenues	15,186,674	15,371,155	1,275,930	11,483,366	74.7%
Federal Revenues					
419, 425 Special Education Aid	\$ 154,700	\$ 135,876	\$ 2,382	\$ 77,587	57.1%
401 Federal Title I Program	376,300	289,286	26,605	284,120	98.2%
414 Federal Title II Program	51,600	30,580	-	30,580	100.0%
417 Federal Title III Program	24,600	22,470	-	-	0.0%
433 Federal Title IV Program	28,400	21,578	-	-	0.0%
160/161 ESSER Funding	-	-	3,960	3,960	0.0%
Employee Retention Credit	3,000,000	3,000,000	250,000	2,250,000	75.0%
Employee Retention Credit Fee @ 20%	(715,719)	(600,000)	(50,000)	(450,000)	75.0%
099 E-Rate Reimbursements	46,800	46,800	-	-	0.0%
ECF Funding	-	65,110	-	-	0.0%
Total Federal Revenues	\$ 2,966,681	\$ 3,011,700	\$ 232,947	2,196,246	72.9%
Local Revenues					
050 Student Fees	\$ 5,500	\$ 5,500	\$ -	\$ -	0.0%
071 Third Party Billing	1,900	1,800	-	-	0.0%
092 Interest Earnings	-	-	653	11,203	0.0%
093 Rental Fees	21,000	15,600	-	14,888	95.4%
096 Donations and Gifts	-	250,000	-	85,000	34.0%
099 Miscellaneous Revenues	-	-	-	15,283	0.0%
639 Loan Proceeds	-	-	-	1,200,000	0.0%
Receipts Missing Backup	-	-	41,575	41,575	0.0%
Total Local Revenues	28,400	272,900	42,228	1,367,949	501.3%
<b>Total Revenues</b>	<b>\$ 18,181,755</b>	<b>\$ 18,655,755</b>	<b>\$ 1,551,104</b>	<b>15,047,560</b>	<b>80.7%</b>

**Harvest Best Academy**  
**Minneapolis, MN**  
**Statement of Revenue and Expenditures**  
**As of March 31, 2024**

	<i>Months</i>			<i>9.00</i>	<i>75.0%</i>
	<b>Approved Budget 2023-2024</b>	<b>Revised Budget 2023-2024</b>	<b>March 2024 Activity</b>	<b>Year to Date Totals 2023-2024</b>	<b>Percent of Revised Budget</b>
Expenditures					
100 Salaries and Wages	\$ 3,892,350	\$ 3,181,722	\$ 137,474	\$ 2,361,616	74.2%
200 Employee Benefits	1,008,087	846,943	32,833	617,340	72.9%
Projected Summer Salaries and Benefits Payable	-	-	13,323	113,244	
Total Salaries and Benefits	\$ 4,900,437	\$ 4,028,665	\$ 183,630	3,092,200	76.8%
305 Contracted Services	939,036	909,476	90,673	848,727	93.3%
315 Technology Consulting Services	90,000	90,000	585	99,502	110.6%
320 Communications Services	130,800	80,000	2,218	38,101	47.6%
329 Postage	11,000	10,800	53	5,865	54.3%
330 Utilities	236,000	236,000	23,597	198,503	84.1%
335 Short Term Rentals	20,400	26,658	1,850	26,065	97.8%
340 Property and Liability Insurance	90,000	70,000	-	47,933	68.5%
350 Repairs and Maintenance Costs	420,000	200,000	10,752	100,080	50.0%
360 Contracted Transportation	1,167,297	1,211,858	124,152	788,463	65.1%
366/389 Staff Travel/Training/Tuition	50,000	50,000	242	38,231	76.5%
369 Field Trips and Other Student Fees	50,000	10,000	-	3,596	36.0%
348-570 Building Lease - rent portion	932,538	1,034,035	85,675	773,902	74.8%
348-570 Building Lease - maintenance portion	122,103	308,560	33,924	305,320	99.0%
401 Supplies - Non Instructional	83,700	83,700	2,959	99,660	119.1%
401 Supplies - Maintenance	87,516	87,516	6,068	49,157	56.2%
405 Non-Instructional Software/License Fees	73,350	73,350	800	62,316	85.0%
406 Instructional Software License Agreements	74,178	74,178	3,678	60,393	81.4%
430/460 Instructional Supplies/Curriculum	118,600	117,600	262	98,991	84.2%
455/465/456/466 Technology Supplies	20,000	20,000	-	25,848	129.2%
461 Standardized Tests	21,100	21,100	-	11,100	52.6%
490 Food Purchased	25,000	25,000	401	7,657	30.6%
520 Leasehold Improvements	-	100,000	-	146,485	146.5%
530 Equipment Purchased	-	-	-	10,885	0.0%
555/6 Technology Equipment	156,000	156,000	25,500	272,655	174.8%
ECF Technology Equipment (100% reimbursed)	-	65,110	-	65,110	100.0%
560 Technology Leases	95,472	74,129	-	18,888	25.5%
580 Capital Equipment Leases	4,700	4,700	-	1,468	31.2%
740 Interest Expense	1,834	1,834	9,179	9,179	500.5%
820 Dues and Memberships; Other Fees	29,580	31,461	2,897	35,003	111.3%
400 Wakanda Virtual Academy	635,339	847,049	361,408	1,045,772	123.5%
402 Health & Safety Committee	244,219	183,219	9,502	172,759	94.3%
403 Family Engagement and student activities	50,000	50,000	6,422	104,859	209.7%
404 TC STEM	-	-	4,400	5,959	0.0%
901 Summer School	25,000	25,000	-	11,776	47.1%
Subtotal General Program Expenditures	10,905,199	10,306,997	990,827	8,682,408	84.2%

**Harvest Best Academy**  
**Minneapolis, MN**  
**Statement of Revenue and Expenditures**  
**As of March 31, 2024**

	<i>Months</i>			<i>9.00</i>	<i>75.0%</i>
	<b>Approved Budget 2023-2024</b>	<b>Revised Budget 2023-2024</b>	<b>March 2024 Activity</b>	<b>Year to Date Totals 2023-2024</b>	<b>Percent of Revised Budget</b>
State Special Education Programs Expenditures					
100 Salaries and Wages	\$ 3,877,919	\$ 3,834,854	\$ 455,405	2,902,839	75.7%
200 Benefits	969,480	958,714	95,717	589,997	61.5%
Projected Summer Salaries and Benefits Payable	-	-	16,058	136,491	
Total Salaries and Benefits	\$ 4,847,399	\$ 4,793,568	\$ 567,180	3,629,326	75.7%
300 Contracted Special Ed Student Services	620,600	424,100	38,434	354,042	83.5%
723 Transportation	206,400	206,400	18,328	100,015	48.5%
728 Homeless Transportation	226,000	226,000	53,932	249,708	110.5%
400 - Supplies and Materials, Dues	3,500	3,500	-	2,966	84.7%
400 Wakanda Virtual Academy - SPED	406,201	541,556	74,058	407,029	75.2%
422 ADSIS	-	661,049	45,570	511,968	77.5%
335 Q-Comp	173,837	158,168	1,132	45,990	29.1%
419 Federal Special Education Expenditures	154,700	135,876	2,382	77,587	57.1%
401 Title I Program Expenditures	376,300	289,286	26,605	284,120	98.2%
414 Title II Program Expenditures	51,600	30,580	-	30,580	100.0%
417 Title III Program Expenditures	24,600	22,470	-	-	0.0%
433 Title IV Program Expenditures	28,400	21,578	-	-	0.0%
ESSER Expenditures	-	-	-	-	0.0%
Payments Missing Backup	-	-	40,631	40,631	0.0%
<b>Total Expenditures</b>	<b>18,024,736</b>	<b>17,821,128</b>	<b>1,859,077</b>	<b>14,416,369</b>	<b>80.9%</b>
<b>Net effect of Operations, General Fund</b>	<b>\$ 157,019</b>	<b>\$ 834,627</b>	<b>\$ (307,973)</b>	<b>631,191</b>	
Transfer out to Food Service Fund	(42,630)	(39,989)	-	-	
Beginning Fund Balance	\$ 3,610,249	\$ 3,610,243			
Ending Fund Balance	\$ 3,724,638	\$ 4,404,881			
Fund Balance % of Expenditures	20.7%	23.9%			

Management has elected to omit substantially all disclosures, government-wide financial statements and required supplementary information. No CPA provides any assurance on these financial statements.

**Harvest Best Academy  
Minneapolis, MN  
Statement of Revenue and Expenditures  
As of March 31, 2024**

	<i>Months</i>		<i>9.00</i>	<i>75.0%</i>
<b>Approved Budget 2023-2024</b>	<b>Revised Budget 2023-2024</b>	<b>March 2024 Activity</b>	<b>Year to Date Totals 2023-2024</b>	<b>Percent of Revised Budget</b>

**Food Services Fund - 02**

Revenues

State & Federal Revenues	\$	572,000	\$	573,000	\$	101,009	299,225	52.2%
<b>Total Revenues</b>	<b>\$</b>	<b>572,000</b>	<b>\$</b>	<b>573,000</b>	<b>\$</b>	<b>101,009</b>	<b>299,225</b>	<b>52.2%</b>

Expenditures

100 Salaries and Benefits	\$	36,630	\$	33,989	\$	2,879	17,547	51.6%
490/495 Food and Milk		572,000		573,000		61,910	386,112	67.4%
401 Supplies		6,000		6,000		-	-	0.0%
820 Dues and Memberships; Other Fees		-		-		-	40	0.0%
<b>Total Expenditures</b>	<b>\$</b>	<b>614,630</b>	<b>\$</b>	<b>612,989</b>	<b>\$</b>	<b>64,788</b>	<b>403,699</b>	<b>65.9%</b>

Net effect of Operations, Food Service Fund	\$	(42,630)	\$	(39,989)	\$	36,221	(104,474)	
Transfer in from General Fund		42,630		39,989		-	-	0.0%
Beginning Fund Balance	\$	-	\$	-				
Ending Fund Balance	\$	-	\$	-				

Management has elected to omit substantially all disclosures, government-wide financial statements and required supplementary information. No CPA provides any assurance on these financial statements.

**Harvest Best Academy  
Minneapolis MN  
Cash Flow Projection Summary  
2023-2024 School Year**

Period Ending	Cash Inflows (Revenues)								Cash Outflows (Expenditures)					Cash Balance	
	State Aid Payments	Federal Aid Payments	Other Receipts	ERC Credit	Prior Year State/Federal Holdback	Line of Credit Borrowing	Bond Closing Proceeds (Down Payment on Building Reimbursement)	Total Receipts	Net Salaries	Other Expenses	Payments on Line of Credit	Down Payment on Building	Total Expenses		
														<b>Beginning Balance</b>	<b>\$ 356,065</b>
July 31	995,528	-	11,805	-	896,818	-	-	1,904,151	482,388	997,668	-	-	1,480,056	780,159	
Aug 31	996,639	-	5,593	-	1,604,122	-	-	2,606,354	471,698	1,101,508	-	-	1,573,206	1,813,308	
Sept 30	1,103,515	-	6,242	-	549,270	-	-	1,659,027	494,497	1,313,027	-	-	1,807,524	1,664,810	
Oct 31	1,303,286	-	6,427	-	459,011	-	-	1,768,724	549,348	1,232,674	-	200,000	1,982,023	1,451,512	
Nov 30	892,670	-	34,550	-	216,781	-	-	1,144,001	558,057	1,434,388	-	-	1,992,445	603,068	
Dec 31	1,076,318	281,237	744	-	31	-	-	1,358,329	528,002	1,001,046	-	-	1,529,048	432,349	
Jan 31	1,019,843	77,489	122,169	-	66,014	-	-	1,285,515	513,906	1,030,902	-	-	1,544,808	173,056	
Feb 28	1,684,255	86,279	2,327	-	10,643	1,200,000	-	2,983,503	534,732	1,388,341	-	-	1,923,073	1,233,486	
Mar 31	1,149,587	104,969	42,333	-	-	-	-	1,296,889	524,907	1,532,153	-	-	2,057,060	473,316	
April 30	1,131,355	71,000	4,473	-	153,865	-	-	1,360,693	547,961	652,349	-	-	1,200,310	633,699	
May 31	1,132,714	155,000	4,473	-	-	-	-	1,292,187	547,961	652,349	-	-	1,200,310	725,577	
June 30	1,131,355	59,877	4,473	-	-	-	200,000	1,395,705	547,961	652,349	-	-	1,200,310	920,972	
<b>Totals</b>	<b>13,617,065</b>	<b>835,850</b>	<b>245,610</b>	<b>-</b>	<b>3,956,555</b>	<b>1,200,000</b>	<b>200,000</b>	<b>20,055,080</b>	<b>6,301,417</b>	<b>12,988,755</b>	<b>-</b>	<b>200,000</b>	<b>19,490,172</b>		

Assumptions: 11% State Aid Holdback  
22% Federal Aid Holdback

Notes: The State Special Education Aid funding entitlement update took place in February which increased the state aid payments in future months.  
Other Receipts expected are based on our budget and include the \$250,000 in donations of which timing of receipt is unknown.  
The ERC Credit is still in process and under review by the IRS. It is assumed to be received in June, but there has been no gaurentee by the IRS that it will be paid that soon. The IRS rep was not able to give the school a timetable. School leadership is pursuing a line of credit to help bridge the gap in case there are delays in receiving those funds.  
Prior Year State holdback is based on the most recent information from MDE.  
Down payment on the building reimbursement has been shifted to June expected receipt due to the delay in our bond closing.  
The school has been approved to receive a loan from Propel for \$1.2M and these funds were received in February.  
Overall, monthly expenditures are trending high compared to the total budget divided out by 12 months. If the trend continues, it will cause the school to be over budget by year end.

Management has elected to omit substantially all disclosures, government-wide financial statements and required supplementary information.  
No CPA provides any assurance on these financial statements.



**Harvest Best Academy  
Minneapolis, MN  
District 4192**

**Supplemental Information**

**March 31, 2024**



## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
4297		4mativ Technologies, LLC					
		4192		WES			BP
				E	01 005 760 723 360 000	FY24: SPED Trans - January 2024	\$18,327.56
				E	01 005 760 728 360 000	FY24: HHM Trans - January 2024	\$53,931.92
				E	01 005 760 720 360 000	FY24: GenEd Trans - January 2024	\$99,872.21
<b>PO#:</b>	<b>Voucher #:</b>	<b>27804</b>	Invoice	<b>Invoice No:</b>	BHA24_14	<b>3/4/2024</b>	<b>Paid Amt: \$172,131.69</b>
							<b>Check Amount: \$172,131.69</b>
		4192		WES			BP
				E	01 005 760 720 360 000	FY24: 5% Fee	\$1,143.70
				E	01 005 760 720 360 000	FY24: Parent Stipends March 2024	\$22,874.06
<b>PO#:</b>	<b>Voucher #:</b>	<b>27908</b>	Invoice	<b>Invoice No:</b>	HBA24_18	<b>3/25/2024</b>	<b>Paid Amt: \$24,017.76</b>
							<b>Check Amount: \$24,017.76</b>
							<b>Vendor Total: \$196,149.45</b>
5618		Abdimalik Askar					
		4192		WES			BP
				E	01 005 107 000 305 000	FY24: Student Recruitment - 51hrs	\$2,550.00
<b>PO#:</b>	<b>Voucher #:</b>	<b>27805</b>	Invoice	<b>Invoice No:</b>	3	<b>3/4/2024</b>	<b>Paid Amt: \$2,550.00</b>
							<b>Check Amount: \$2,550.00</b>
		4192		WES			BP
				E	01 005 107 000 305 000	FY24: Student Recruitment - 51hrs	\$2,550.00
<b>PO#:</b>	<b>Voucher #:</b>	<b>27836</b>	Invoice	<b>Invoice No:</b>	4	<b>3/11/2024</b>	<b>Paid Amt: \$2,550.00</b>
							<b>Check Amount: \$2,550.00</b>
		4192		WES			BP
				E	01 005 107 000 305 000	FY24: Student Recruitment - 51hrs	\$2,550.00
<b>PO#:</b>	<b>Voucher #:</b>	<b>27865</b>	Invoice	<b>Invoice No:</b>	03.15.24	<b>3/18/2024</b>	<b>Paid Amt: \$2,550.00</b>
							<b>Check Amount: \$2,550.00</b>
		4192		WES			BP
				E	01 005 107 000 305 000	FY24: Student Recruitment - 51hrs	\$2,550.00
<b>PO#:</b>	<b>Voucher #:</b>	<b>27938</b>	Invoice	<b>Invoice No:</b>	03.29.24	<b>3/29/2024</b>	<b>Paid Amt: \$2,550.00</b>
							<b>Check Amount: \$2,550.00</b>
							<b>Vendor Total: \$10,200.00</b>
5696		ACI Asphalt & Concrete LLC					
		4192		WES			BP
				E	01 005 810 000 350 000	Asphalt Skin Patching - potholes in east parkin	\$4,000.00
<b>PO#:</b>	<b>Voucher #:</b>	<b>27837</b>	Invoice	<b>Invoice No:</b>	77308	<b>3/11/2024</b>	<b>Paid Amt: \$4,000.00</b>
							<b>Check Amount: \$4,000.00</b>
							<b>Vendor Total: \$4,000.00</b>

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type	
3341		A-Dave's Lock & Safe						
		4192		WES			BP	
				E 01 005 810 000 350 000	FY24: Locksmith Services	\$296.00		
PO#:		Voucher #:	27866	Invoice	Invoice No: 2402103	3/18/2024		
							Paid Amt:	\$296.00
							Check Amount:	\$296.00
							Vendor Total:	\$296.00
5019		Aja King, Ed.D, LPCC, NCC						
		4192		WES			BP	
				E 01 010 420 740 394 000	King, Aja, Meditation Clubs, 36hrs@\$170/hr, Ir	\$7,990.00		
				E 01 010 420 740 394 000	King, Aja, Ind Stud Support/Mental Health Ser	\$570.00		
PO#:		Voucher #:	27838	Invoice	Invoice No: 612	3/11/2024		
							Paid Amt:	\$8,560.00
							Check Amount:	\$8,560.00
							Vendor Total:	\$8,560.00
5038		American National Bank						
		4192		WES			Wire	
				E 01 005 112 000 305 000	Account Analysis Charge	\$257.52		
PO#:		Voucher #:	27835	Invoice	Invoice No: 03.11.24	3/11/2024		
							Paid Amt:	\$257.52
							Check Amount:	\$257.52
							Vendor Total:	\$257.52
1028		Andee Richert						
		4192		WES			BP	
				E 01 010 401 740 394 000	Richert, Andee, SLP, 32.75hrs @ \$110/hr	\$3,602.50		
PO#:		Voucher #:	27839	Invoice	Invoice No: 03.01.24	3/11/2024		
							Paid Amt:	\$3,602.50
							Check Amount:	\$3,602.50
		4192		WES			BP	
				E 01 010 401 740 394 000	Richert, Andee, SLP, 19.75hrs @ \$110/hr	\$2,172.50		
PO#:		Voucher #:	27909	Invoice	Invoice No: 03.14.24	3/25/2024		
							Paid Amt:	\$2,172.50
							Check Amount:	\$2,172.50
							Vendor Total:	\$5,775.00
5579		Associated Mechanical						
		4192		WES			BP	
				E 01 005 810 000 350 000	3/11/24 Cooling on the Northside Classroom Is	\$2,475.24		
PO#:		Voucher #:	27910	Invoice	Invoice No: 43383	3/25/2024		
							Paid Amt:	\$2,475.24
							Check Amount:	\$2,475.24
							Vendor Total:	\$2,475.24

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
4545		Best & Flanagan					
			4192	WES			BP
				B 01 118 000	Professional Services: ABC Formation	\$690.00	
PO#:		Voucher #:	27867	Invoice	Invoice No: 614235	3/18/2024	Paid Amt: \$690.00
							Check Amount: \$690.00
							Vendor Total: \$690.00
5098		Bill.com					
			4192	WES			Wire
				E 01 005 112 000 305 000	Monthly Charge	\$303.31	
PO#:		Voucher #:	27834	Invoice	Invoice No: 03.07.24	3/11/2024	Paid Amt: \$303.31
							Check Amount: \$303.31
							Vendor Total: \$303.31
5674		Brian Herron Sr.					
			4192	WES			BP
				E 01 010 420 740 394 000	Herron, Brian, Meditation Clubs, 17hrs@\$170/	\$2,890.00	
PO#:		Voucher #:	27840	Invoice	Invoice No: 601	3/11/2024	Paid Amt: \$2,890.00
							Check Amount: \$2,890.00
							Vendor Total: \$2,890.00
4238		Business Essentials					
			4192	WES			BP
				E 01 010 203 000 430 000	FY24: chart paper	\$174.78	
PO#:		Voucher #:	27841	Invoice	Invoice No: WO-1285746-1	3/11/2024	Paid Amt: \$174.78
							Check Amount: \$174.78
			4192	WES			BP
				E 01 010 203 000 430 000	FY24: chart paper	\$87.39	
PO#:		Voucher #:	27842	Invoice	Invoice No: WO-1285746-2	3/11/2024	Paid Amt: \$87.39
							Check Amount: \$87.39
							Vendor Total: \$262.17
4387		Casey Palicka					
			4192	WES			BP
				E 01 005 110 000 366 000	Reimburse Mileage: ACCESS Testing (88miles)	\$58.96	
PO#:		Voucher #:	27911	Invoice	Invoice No: 03.19.24	3/25/2024	Paid Amt: \$58.96
							Check Amount: \$58.96
							Vendor Total: \$58.96
5586		Cintas Corporation					
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Janitorial Uniforms and Supplies	\$1,065.23	
PO#:		Voucher #:	27806	Invoice	Invoice No: 4175454558	3/4/2024	Paid Amt: \$1,065.23
							Check Amount: \$1,065.23

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5586		Cintas Corporation					
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Janitorial Uniforms and Supplies	\$258.66	
PO#:	Voucher #:		27807	Invoice	Invoice No: 4184855407	3/4/2024	Paid Amt: \$258.66
							Check Amount: \$258.66
<hr/>							
			4192	WES			BP
				E 01 005 810 000 350 000	Reviver AED Agreement	\$330.00	
PO#:	Voucher #:		27808	Invoice	Invoice No: 9258123606	3/4/2024	Paid Amt: \$330.00
							Check Amount: \$330.00
<hr/>							
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Janitorial Uniforms and Supplies	\$258.66	
PO#:	Voucher #:		27843	Invoice	Invoice No: 4185584130	3/11/2024	Paid Amt: \$258.66
							Check Amount: \$258.66
<hr/>							
			4192	WES			BP
				E 01 005 720 000 401 000	FY24: Nurse Office Cabinet, Trauma bag resto	\$233.00	
PO#:	Voucher #:		27844	Invoice	Invoice No: 5199953663	3/11/2024	Paid Amt: \$233.00
							Check Amount: \$233.00
<hr/>							
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Janitorial Uniforms and Supplies	\$258.66	
PO#:	Voucher #:		27912	Invoice	Invoice No: 4186303253	3/25/2024	Paid Amt: \$258.66
							Check Amount: \$258.66
<hr/>							
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Janitorial Uniforms and Supplies	\$1,002.94	
PO#:	Voucher #:		27913	Invoice	Invoice No: 4187022993	3/25/2024	Paid Amt: \$1,002.94
							Check Amount: \$1,002.94
							Vendor Total: \$3,407.15
<hr/>							
4886		Claudia Woods					
			4192	WES			BP
				E 01 010 203 000 490 000	FY24: EE Reimb: Snacks and drinks for Stude	\$113.78	
PO#:	Voucher #:		27809	Invoice	Invoice No: 02.15.24	3/4/2024	Paid Amt: \$113.78
							Check Amount: \$113.78
							Vendor Total: \$113.78
<hr/>							
1015		cmERDC					
			4192	WES			BP
				E 01 010 640 316 366 000	FY24: Single Registration	\$153.70	
PO#:	Voucher #:		27810	Invoice	Invoice No: BNFDPG6J	3/4/2024	Paid Amt: \$153.70
							Check Amount: \$153.70

## Best Academy

### Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type			
1015		cmERDC								
			4192	WES			BP			
				E 01 005 108 000 405 000	FY24: 4th Qtr UFARS/SMART/CITRIX			\$400.00		
PO#:		Voucher #:	27868	Invoice	Invoice No: 195665	3/18/2024		Paid Amt:	\$400.00	
								Check Amount:	\$400.00	
									<b>Vendor Total:</b>	<b>\$953.70</b>
1033		Colonial Life								
			4192	WES			BP			
				B 01 215 016	FY24: Life Insurance - February 2024			\$10,100.91		
PO#:		Voucher #:	27914	Invoice	Invoice No: 35863280213407	3/25/2024		Paid Amt:	\$10,100.91	
								Check Amount:	\$10,100.91	
									<b>Vendor Total:</b>	<b>\$10,100.91</b>
4391		Cross Town Cleaning								
			4192	WES			BP			
				E 01 005 810 000 305 000	FY24: Janitorial Night Cleaning			\$29,600.00		
PO#:		Voucher #:	27845	Invoice	Invoice No: 2183	3/11/2024		Paid Amt:	\$29,600.00	
								Check Amount:	\$29,600.00	
									<b>Vendor Total:</b>	<b>\$31,100.00</b>
			4192	WES			BP			
				E 01 040 810 000 305 400	FY24: Cedar Ave School			\$1,500.00		
PO#:		Voucher #:	27846	Invoice	Invoice No: 2184	3/11/2024		Paid Amt:	\$1,500.00	
								Check Amount:	\$1,500.00	
									<b>Vendor Total:</b>	<b>\$31,100.00</b>
1622		Culligan								
			4192	WES			BP			
				E 01 005 105 000 401 000	FY24: Bottled Water			\$30.96		
PO#:		Voucher #:	27915	Invoice	Invoice No: 114X93690309	3/25/2024		Paid Amt:	\$30.96	
								Check Amount:	\$30.96	
									<b>Vendor Total:</b>	<b>\$32.79</b>
			4192	WES			BP			
				E 01 005 105 000 401 000	FY24: Bottled Water			\$32.79		
PO#:		Voucher #:	27916	Invoice	Invoice No: 114X95015505	3/25/2024		Paid Amt:	\$32.79	
								Check Amount:	\$32.79	
									<b>Vendor Total:</b>	<b>\$32.79</b>
			4192	WES			BP			
				E 01 005 105 000 401 000	FY24: Bottled Water			\$32.79		
PO#:		Voucher #:	27917	Invoice	Invoice No: 114X95453300	3/25/2024		Paid Amt:	\$32.79	
								Check Amount:	\$32.79	

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1622		Culligan					
			4192	WES			BP
				E 01 005 105 000 401 000	FY24: Bottled Water	\$32.79	
PO#:		Voucher #:	27918	Invoice	Invoice No: 114X95893604	3/25/2024	Paid Amt: \$32.79
							Check Amount: \$32.79
							Vendor Total: \$129.33
4349		Dakota Truck Underwriters					
			4192	WES			Wire
				E 01 010 203 000 270 000	Worker's Comp Installment	\$5,408.00	
PO#:		Voucher #:	27907	Invoice	Invoice No: 03.29.24	3/29/2024	Paid Amt: \$5,408.00
							Check Amount: \$5,408.00
							Vendor Total: \$5,408.00
1699		Dalco					
			4192	WES			BP
				E 01 005 810 000 401 000	FY24: Bldg Supplies	\$4,360.64	
PO#:		Voucher #:	27847	Invoice	Invoice No: 4205427	3/11/2024	Paid Amt: \$4,360.64
							Check Amount: \$4,360.64
			4192	WES			BP
				E 01 005 810 000 401 000	FY24: Bldg Supplies	\$1,473.03	
PO#:		Voucher #:	27919	Invoice	Invoice No: 4200979	3/25/2024	Paid Amt: \$1,473.03
							Check Amount: \$1,473.03
							Vendor Total: \$5,833.67
1704		Dart Portable Storage, Inc.					
			4192	WES			BP
				E 01 005 810 000 335 000	FY24: Storage Unit Rentals	\$100.00	
PO#:		Voucher #:	27811	Invoice	Invoice No: 408208	3/4/2024	Paid Amt: \$100.00
							Check Amount: \$100.00
			4192	WES			BP
				E 01 005 810 000 335 000	FY24: Storage Unit Rentals	\$275.00	
PO#:		Voucher #:	27812	Invoice	Invoice No: 408209	3/4/2024	Paid Amt: \$275.00
							Check Amount: \$275.00
			4192	WES			BP
				E 01 005 810 000 335 000	FY24: Storage Unit Rentals	\$650.00	
PO#:		Voucher #:	27848	Invoice	Invoice No: 408625	3/11/2024	Paid Amt: \$650.00
							Check Amount: \$650.00
			4192	WES			BP
				E 01 005 810 000 335 000	FY24: Storage Unit Rentals	\$550.00	
PO#:		Voucher #:	27870	Invoice	Invoice No: 408948	3/18/2024	Paid Amt: \$550.00
							Check Amount: \$550.00

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1704		Dart Portable Storage, Inc.					
			4192	WES			BP
				E 01 005 810 000 335 000	FY24: Storage Unit Rentals	\$275.00	
PO#:		Voucher #:	27920	Invoice	Invoice No: 409606	3/25/2024	Paid Amt: \$275.00
							Check Amount: \$275.00
							Vendor Total: \$1,850.00
5644		Darul Uloom Center					
			4192	WES			BP
				E 01 040 203 000 305 400	Site Agreement - 2/16-2/29/24	\$5,600.00	
PO#:		Voucher #:	27813	Invoice	Invoice No: 200 2/16-2/29/24	3/4/2024	Paid Amt: \$5,600.00
							Check Amount: \$5,600.00
			4192	WES			BP
				E 01 040 810 000 305 400	Cleaning - 2/16-2/29/24	\$750.00	
PO#:		Voucher #:	27814	Invoice	Invoice No: 201 (2/16-2/29/24)	3/4/2024	Paid Amt: \$750.00
							Check Amount: \$750.00
			4192	WES			BP
				E 01 040 203 000 305 400	Site Agreement - 3/1-3/15/24	\$5,600.00	
PO#:		Voucher #:	27871	Invoice	Invoice No: 03.15.24	3/18/2024	Paid Amt: \$5,600.00
							Check Amount: \$5,600.00
			4192	WES			BP
				E 01 040 810 000 305 400	Cleaning - 3/1-3/15/24	\$750.00	
PO#:		Voucher #:	27872	Invoice	Invoice No: 03.15.24	3/18/2024	Paid Amt: \$750.00
							Check Amount: \$750.00
			4192	WES			BP
				E 01 040 203 000 305 400	Site Agreement - 3/16-3/31/24	\$5,600.00	
PO#:		Voucher #:	27939	Invoice	Invoice No: 03.29.24	3/29/2024	Paid Amt: \$5,600.00
							Check Amount: \$5,600.00
			4192	WES			BP
				E 01 040 810 000 305 400	Cleaning - 3/16-3/31/24	\$750.00	
PO#:		Voucher #:	27940	Invoice	Invoice No: 03.29.24	3/29/2024	Paid Amt: \$750.00
							Check Amount: \$750.00
							Vendor Total: \$19,050.00
5037		Done Right Food Services, Inc					
			4192	WES			BP
				E 02 005 770 701 495 000	FY24: Student Milk	\$3,135.00	
				E 02 005 770 701 490 400	FY24: Online Student Lunches	\$3,269.50	
				E 02 005 770 701 490 000	FY24: Student Lunches	\$27,774.50	
				E 02 005 770 705 490 000	FY24: Student Breakfast	\$11,284.98	
				E 02 005 770 705 490 400	FY24: Online Student Breakfast	\$2,289.80	

## Best Academy

### Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5037		Done Right Food Services, Inc					
		4192		WES			BP
				E	02 005 770 701 495 400	FY24: Online Student Milk	\$363.00
				E	02 005 770 701 305 000	FY24: Labor	\$13,447.50
				E	02 005 770 701 305 400	FY24: Online Delivery Fee	\$280.00
<b>PO#:</b>		<b>Voucher #:</b>	<b>27849</b>	Invoice	<b>Invoice No:</b> 6348	<b>3/11/2024</b>	<b>Paid Amt: \$61,844.28</b>
							<b>Check Amount: \$61,844.28</b>
							<b>Vendor Total: \$61,844.28</b>
1529		Emily Peterson					
		4192		WES			BP
				E	01 005 810 000 401 000	FY24: EE Reimb - Maintenance Supplies	\$234.17
				E	01 010 211 000 401 000	FY24: EE Reimb - Middle School Auction	\$256.65
				E	01 010 203 000 401 000	FY24: EE Reimb - Misc Student Supplies	\$50.04
				E	01 010 203 000 406 000	FY24: EE Reimb - Doodle, Grammerly, Adobe	\$378.67
				E	01 005 110 000 490 000	FY24: EE Reimb - Staff Breakfast	\$207.46
<b>PO#:</b>		<b>Voucher #:</b>	<b>27815</b>	Invoice	<b>Invoice No:</b> 02.28.24	<b>3/4/2024</b>	<b>Paid Amt: \$1,126.99</b>
							<b>Check Amount: \$1,126.99</b>
		4192		WES			BP
				E	01 005 110 000 329 000	EE Reimb - Certified Mail Postage	\$52.72
				E	02 040 770 701 490 400	EE Reimb - Cedar Riverside Pizza	\$65.32
				E	01 010 203 000 406 000	EE Reimb - Doodle, Adobe	\$29.90
				E	01 005 107 000 305 000	EE Reimb - Logo designer	\$48.00
<b>PO#:</b>		<b>Voucher #:</b>	<b>27850</b>	Invoice	<b>Invoice No:</b> 03.01.24	<b>3/11/2024</b>	<b>Paid Amt: \$195.94</b>
							<b>Check Amount: \$195.94</b>
							<b>Vendor Total: \$1,322.93</b>
1106		Eric Mahmoud (Reimbursement)					
		4192		WES			BP
				E	01 005 107 000 305 000	FY24: EE Reimb: Newspaper Publication	\$418.57
				E	01 040 810 000 401 400	FY24: EE Reimb: Wakanda Supplies	\$67.02
<b>PO#:</b>		<b>Voucher #:</b>	<b>27816</b>	Invoice	<b>Invoice No:</b> 02.28.24	<b>3/4/2024</b>	<b>Paid Amt: \$485.59</b>
							<b>Check Amount: \$485.59</b>
		4192		WES			BP
				E	01 010 203 000 401 181	EE Reimb: Items for Term 3 Auction	\$992.24
<b>PO#:</b>		<b>Voucher #:</b>	<b>27851</b>	Invoice	<b>Invoice No:</b> 03.03.24	<b>3/11/2024</b>	<b>Paid Amt: \$992.24</b>
							<b>Check Amount: \$992.24</b>
							<b>Vendor Total: \$1,477.83</b>



## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5571		Go Guardian					
			4192	WES			BP
				E 01 010 203 000 406 000	GG-ENT11Y-000001 Edulastic Enterprise 700(	\$3,269.00	
PO#:		Voucher #:	27821	Invoice	Invoice No: INV-110202	3/4/2024	Paid Amt: \$3,269.00
							Check Amount: \$3,269.00
							Vendor Total: \$3,269.00
5677		Greagory A. Burrell					
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$375.00	
PO#:		Voucher #:	27795	Invoice	Invoice No: S2024160	3/13/2024	Paid Amt: \$375.00
							Check Amount: \$375.00
							Vendor Total: \$375.00
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$375.00	
PO#:		Voucher #:	27884	Invoice	Invoice No: S2024170	3/21/2024	Paid Amt: \$375.00
							Check Amount: \$375.00
							Vendor Total: \$375.00
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$375.00	
PO#:		Voucher #:	27895	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$375.00
							Check Amount: \$375.00
							Vendor Total: \$1,125.00
5090		HealthPartners					
			4192	WES			Wire
				B 01 215 010	Health Ins: March 24	\$47,400.67	
				B 01 215 009	Dental Ins: March 24	\$4,285.16	
PO#:		Voucher #:	27894	Invoice	Invoice No: 851057208367	3/18/2024	Paid Amt: \$51,685.83
							Check Amount: \$51,685.83
							Vendor Total: \$51,685.83
			4192	WES			Wire
				E 01 010 203 000 220 000	EAP: March 2024	\$151.60	
PO#:		Voucher #:	27906	Invoice	Invoice No: 03.25.24	3/29/2024	Paid Amt: \$151.60
							Check Amount: \$151.60
							Vendor Total: \$51,837.43
5679		Hikmah Education Center					
			4192	WES			BP
				E 01 040 203 000 305 400	Family Engagement	\$4,320.00	
				E 01 040 760 720 360 400	Transportation	\$11,100.00	
PO#:		Voucher #:	27817	Invoice	Invoice No: 6	3/4/2024	Paid Amt: \$15,420.00
							Check Amount: \$15,420.00
							Vendor Total: \$15,420.00
			4192	WES			BP
				E 01 040 760 720 360 400	Transportation	\$7,215.00	

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5679		Hikmah Education Center					
		4192		WES			BP
				E 01 040 203 000 305 400	Family Engagement	\$5,040.00	
PO#:		Voucher #:		27941	Invoice Invoice No: 7	3/29/2024	Paid Amt: \$12,255.00
							Check Amount: \$12,255.00
							Vendor Total: \$27,675.00
5194		Integrated communications					
		4192		WES			BP
				E 01 005 810 000 320 000	FY24 Phone Services: March 2024	\$2,116.20	
PO#:		Voucher #:		27852	Invoice Invoice No: 856029	3/11/2024	Paid Amt: \$2,116.20
							Check Amount: \$2,116.20
							Vendor Total: \$2,116.20
1261		Internal Revenue Service					
		4192		WES			Wire
				B 02 215 002	Federal Withholding	\$201.17	
				B 01 215 005	FICA	\$1,451.10	
				B 02 215 005	FICA	\$382.50	
PO#:		Voucher #:		27883	Invoice Invoice No: S2021417S0	3/15/2024	Paid Amt: \$2,034.77
				B 01 215 002	Federal Withholding	\$21,236.71	
				B 01 215 005	FICA	\$53,978.22	
PO#:		Voucher #:		27893	Invoice Invoice No: S2024170	3/15/2024	Paid Amt: \$75,214.93
							Check Amount: \$77,249.70
							Vendor Total: \$152,096.53
4465		Jefferson Partners LP					
		4192		WES			BP
				E 01 005 760 733 360 000	FY24: Coach Bus - 2/10/24	\$262.50	
PO#:		Voucher #:		27853	Invoice Invoice No: 14504	3/11/2024	Paid Amt: \$262.50
							Check Amount: \$262.50
							Vendor Total: \$262.50

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1190		Johnson Controls Security Systems					
			4192	WES			BP
				E 01 005 810 000 305 000	Qtrly Security Services: 1/1/24 through 3/31/24	\$1,888.27	
PO#:		Voucher #:	27818	Invoice	Invoice No: 39619558	3/4/2024	Paid Amt: \$1,888.27
							Check Amount: \$1,888.27
							Vendor Total: \$1,888.27
4294		Julie Whitmore					
			4192	WES			BP
				E 01 010 420 740 394 000	Whitmore, Julie, Psychologist, 29hrs@\$125/hr	\$3,625.00	
PO#:		Voucher #:	27819	Invoice	Invoice No: 2023-2024 February	3/4/2024	Paid Amt: \$3,625.00
							Check Amount: \$3,625.00
							Vendor Total: \$3,625.00
5675		K12 Management Inc					
			4192	WES			BP
				E 01 040 203 000 406 400	Wakanda PreK-12 Educational Instruction 11/1	\$76,370.00	
PO#:		Voucher #:	27820	Invoice	Invoice No: INV-43506	3/4/2024	Paid Amt: \$76,370.00
							Check Amount: \$76,370.00
			4192	WES			Wire
				E 01 040 203 000 406 400	Wakanda PreK-12 Educational Instruction	\$249,030.00	
PO#:		Voucher #:	27833	Invoice	Invoice No: INV-43231	3/11/2024	Paid Amt: \$249,030.00
							Check Amount: \$249,030.00
							Vendor Total: \$325,400.00
4347		Lavinia Group, LLC					
			4192	WES			BP
				E 01 010 216 401 303 000	Consulting Services	\$20,999.00	
				E 01 010 216 401 304 000	Consulting Services	\$24,999.00	
				E 01 010 203 000 305 000	Consulting Services	\$96,747.00	
				E 01 010 216 401 303 000	Curriculum FY23-24 Close Reading for Meanir	\$9,600.00	
PO#:		Voucher #:	27530	Invoice	Invoice No: LVGINV0988	3/4/2024	Paid Amt: \$152,345.00
							Check Amount: \$152,345.00
							Vendor Total: \$152,345.00
1020		Levy & Associates					
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$489.25	
PO#:		Voucher #:	27885	Invoice	Invoice No: S2024170	3/21/2024	Paid Amt: \$489.25
							Check Amount: \$489.25

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1020		Levy & Associates					
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$489.25	
PO#:		Voucher #:	27896	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$489.25
							Check Amount: \$489.25
							Vendor Total: \$978.50
1188		Louis J. King II					
			4192	WES			BP
				B 01 118 000	FY24: Bldg Co Consulting	\$5,000.00	
PO#:		Voucher #:	27873	Invoice	Invoice No: Jan-40	3/18/2024	Paid Amt: \$5,000.00
							Check Amount: \$5,000.00
							Vendor Total: \$978.50
			4192	WES			BP
				B 01 118 000	FY24: Bldg Co Consulting	\$1,500.00	
PO#:		Voucher #:	27874	Invoice	Invoice No: Jan-41	3/18/2024	Paid Amt: \$1,500.00
							Check Amount: \$1,500.00
							Vendor Total: \$6,500.00
1185		Lucille Larson					
			4192	WES			BP
				E 01 010 216 401 401 000	FY24: Reimb Uniforms for Homeless Students	\$1,420.00	
PO#:		Voucher #:	27822	Invoice	Invoice No: 02.29.24	3/4/2024	Paid Amt: \$1,420.00
							Check Amount: \$1,420.00
							Vendor Total: \$1,420.00
4904		Lynn Edwards					
			4192	WES			BP
				E 01 040 420 740 394 400	Wakanda: Edwards, Lynn, Psych, 72hrs @ \$125/hr	\$9,000.00	
				E 01 010 420 419 378 000	Edwards, Lynn, Psych, 16.5hrs @ \$125/hr	\$2,062.50	
PO#:		Voucher #:	27854	Invoice	Invoice No: 1074	3/11/2024	Paid Amt: \$11,062.50
							Check Amount: \$11,062.50
							Vendor Total: \$11,062.50
4198		MASE					
			4192	WES			BP
				E 01 005 110 000 820 000	23-24 MASA + MASE Joint Membership - Kaitl	\$1,326.00	
PO#:		Voucher #:	27823	Invoice	Invoice No: 21-36561	3/4/2024	Paid Amt: \$1,326.00
							Check Amount: \$1,326.00
							Vendor Total: \$1,326.00
			4192	WES			BP
				E 01 005 110 000 820 000	23-24 MASA + MASE Joint Membership - Paul	\$1,326.00	
PO#:		Voucher #:	27824	Invoice	Invoice No: 21-37108	3/4/2024	Paid Amt: \$1,326.00
							Check Amount: \$1,326.00
							Vendor Total: \$1,326.00

## Best Academy

### Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
4198		MASE					
			4192	WES			BP
				E 01 010 420 419 366 640	2023 MASE Fall Leadership Conference - Pau	\$319.00	
PO#:		Voucher #:	27825	Invoice	Invoice No: 21-38266	3/4/2024	Paid Amt: \$319.00
							Check Amount: \$319.00
							<b>Vendor Total: \$319.00</b>
			4192	WES			BP
				E 01 005 110 000 820 000	23-24 MASE Membership - Grace Sharp-Mads	\$245.00	
PO#:		Voucher #:	27826	Invoice	Invoice No: 21-38371	3/4/2024	Paid Amt: \$245.00
							Check Amount: \$245.00
							<b>Vendor Total: \$3,216.00</b>
5698		McKinzy Smith					
			4192	WES			BP
				E 01 010 203 000 490 000	EE Reimb: Classroom Supplies - replace stole	\$32.66	
PO#:		Voucher #:	27863	Invoice	Invoice No: 03.06.24	3/12/2024	Paid Amt: \$32.66
							Check Amount: \$32.66
							<b>Vendor Total: \$32.66</b>
5092		Men in Black Security					
			4192	WES			BP
				E 01 005 117 000 305 402	FY24: Security 2/12-2/22/24	\$3,420.00	
PO#:		Voucher #:	27827	Invoice	Invoice No: 2338	3/4/2024	Paid Amt: \$3,420.00
							Check Amount: \$3,420.00
							<b>Vendor Total: \$3,420.00</b>
MKRAM		Messerli Kramer					
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$155.89	
PO#:		Voucher #:	27796	Invoice	Invoice No: S2024160	3/13/2024	Paid Amt: \$155.89
							Check Amount: \$155.89
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$155.89	
PO#:		Voucher #:	27886	Invoice	Invoice No: S2024170	3/21/2024	Paid Amt: \$155.89
							Check Amount: \$155.89
			4192	WES			BP
				B 01 215 014	Garnishment's/Levies	\$155.89	
PO#:		Voucher #:	27897	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$155.89
							Check Amount: \$155.89
							<b>Vendor Total: \$467.67</b>

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5680		Michael Pugh					
			4192	WES			BP
				E 01 010 420 740 394 000	Pugh, Michael, Meditation Clubs, 43.5hrs@\$11	\$7,395.00	
PO#:		Voucher #:	27855	Invoice	Invoice No: 601	3/11/2024	Paid Amt: \$7,395.00
							Check Amount: \$7,395.00
							Vendor Total: \$7,395.00
1066		MN Child Support Payment Center					
			4192	WES			Wire
				B 01 215 012	Child Support	\$1,731.30	
PO#:		Voucher #:	27887	Invoice	Invoice No: S2024170	3/15/2024	Paid Amt: \$1,731.30
							Check Amount: \$1,731.30
							Vendor Total: \$3,462.60
			4192	WES			Wire
				B 01 215 012	Child Support	\$1,731.30	
PO#:		Voucher #:	27898	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$1,731.30
							Check Amount: \$1,731.30
							Vendor Total: \$3,462.60
1070		MN Dept of Revenue					
			4192	WES			Wire
				B 01 215 003	MN Withholding	\$249.76	
				B 02 215 003	MN Withholding	\$105.11	
PO#:		Voucher #:	27882	Invoice	Invoice No: S2021417S0	3/15/2024	Paid Amt: \$354.87
				B 01 215 003	MN Withholding	\$13,816.53	
PO#:		Voucher #:	27891	Invoice	Invoice No: S2024170	3/15/2024	Paid Amt: \$13,816.53
							Check Amount: \$14,171.40
							Vendor Total: \$27,966.77
			4192	WES			Wire
				B 01 215 003	MN Withholding	\$13,795.37	
PO#:		Voucher #:	27902	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$13,795.37
							Check Amount: \$13,795.37
							Vendor Total: \$27,966.77
5658		MN Levy					
			4192	WES			Wire
				B 01 215 014	Garnishment's/Levies	\$630.00	
PO#:		Voucher #:	27888	Invoice	Invoice No: S2024170	3/15/2024	Paid Amt: \$630.00
							Check Amount: \$630.00
							Vendor Total: \$930.20
			4192	WES			Wire
				B 01 215 014	Garnishment's/Levies	\$300.20	
PO#:		Voucher #:	27899	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$300.20
							Check Amount: \$300.20
							Vendor Total: \$930.20

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5700		Mohamed Elmi	4192	WES			BP
				E 01 005 810 000 320 000	Reimburse hotspot expense	\$102.00	
PO#:		Voucher #:	27921	Invoice	Invoice No: 03.20.24	3/25/2024	Paid Amt: \$102.00
							Check Amount: \$102.00
							Vendor Total: \$102.00
5697		Ollie McCray & Co.	4192	WES			BP
				E 01 005 810 000 350 000	Plumbing Services	\$807.00	
PO#:		Voucher #:	27856	Invoice	Invoice No: 62	3/11/2024	Paid Amt: \$807.00
							Check Amount: \$807.00
							Vendor Total: \$807.00
4467		One Source Background Checks	4192	WES			BP
				E 01 005 105 000 305 000	FY24: Background Verification - February 2024	\$302.45	
PO#:		Voucher #:	27857	Invoice	Invoice No: 2022149965	3/11/2024	Paid Amt: \$302.45
							Check Amount: \$302.45
							Vendor Total: \$302.45
							BP
				E 01 005 105 000 305 000	FY24: Background Verification - February 2024	\$120.00	
PO#:		Voucher #:	27858	Invoice	Invoice No: 2022149966	3/11/2024	Paid Amt: \$120.00
							Check Amount: \$120.00
							Vendor Total: \$422.45
5574		Paul Azen	4192	WES			BP
				E 01 005 107 000 490 000	EE Reimb: candy for job fairs	\$47.24	
PO#:		Voucher #:	27859	Invoice	Invoice No: 02.26.24	3/11/2024	Paid Amt: \$47.24
							Check Amount: \$47.24
							Vendor Total: \$47.24
1072		PERA	4192	WES			Wire
				B 01 215 007	PERA	\$1,327.80	
				B 02 215 007	PERA	\$350.00	
PO#:		Voucher #:	27881	Invoice	Invoice No: S2021417S0	3/15/2024	Paid Amt: \$1,677.80
				B 01 215 007	PERA	\$26,169.80	
PO#:		Voucher #:	27889	Invoice	Invoice No: S2024170	3/15/2024	Paid Amt: \$26,169.80
							Check Amount: \$27,847.60

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1072		PERA	4192	WES			Wire
				B 01 215 007	PERA	\$25,553.65	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27900</b>	Invoice	<b>Invoice No:</b> S2024180	<b>3/29/2024</b>	<b>Paid Amt:</b>	<b>\$25,553.65</b>
						<b>Check Amount:</b>	<b>\$25,553.65</b>
						<b>Vendor Total:</b>	<b>\$53,401.25</b>
4543		Premium Waters	4192	WES			BP
				E 01 005 110 000 401 000	Bottled Water	\$437.24	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27875</b>	Invoice	<b>Invoice No:</b> 319973943	<b>3/18/2024</b>	<b>Paid Amt:</b>	<b>\$437.24</b>
						<b>Check Amount:</b>	<b>\$437.24</b>
						<b>Vendor Total:</b>	<b>\$437.24</b>
3344		Propel Nonprofits	4192	WES			Wire
				E 01 005 920 000 740 000	Interest on LOC	\$9,179.45	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27905</b>	Invoice	<b>Invoice No:</b> 03.18.24	<b>3/29/2024</b>	<b>Paid Amt:</b>	<b>\$9,179.45</b>
						<b>Check Amount:</b>	<b>\$9,179.45</b>
						<b>Vendor Total:</b>	<b>\$9,179.45</b>
1536		Regents of the University of Minnesota	4192	WES	30220		Check
				E 01 005 107 000 305 000	In-Person Career Fair Registration	\$1,070.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27717</b>	Invoice	<b>Invoice No:</b> 12894	<b>3/1/2024</b>	<b>Paid Amt:</b>	<b>\$1,070.00</b>
						<b>Check Amount:</b>	<b>\$1,070.00</b>
						<b>Vendor Total:</b>	<b>\$1,070.00</b>
1600		Republic Services	4192	WES			BP
				E 01 005 810 000 330 000	FY24 Trash Services: April 2024	\$3,561.03	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27942</b>	Invoice	<b>Invoice No:</b> 0894-006608869	<b>3/29/2024</b>	<b>Paid Amt:</b>	<b>\$3,561.03</b>
						<b>Check Amount:</b>	<b>\$3,561.03</b>
						<b>Vendor Total:</b>	<b>\$3,561.03</b>
5681		Robert Half	4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Arianna, W/E 2/23/24, 39.84hrs@\$36	\$1,544.20	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27828</b>	Invoice	<b>Invoice No:</b> 63275429	<b>3/4/2024</b>	<b>Paid Amt:</b>	<b>\$1,544.20</b>
						<b>Check Amount:</b>	<b>\$1,544.20</b>
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 2/23/24, 24.59hrs@\$40/hr	\$995.90	
<b>PO#:</b>	<b>Voucher #:</b>	<b>27829</b>	Invoice	<b>Invoice No:</b> 63275430	<b>3/4/2024</b>	<b>Paid Amt:</b>	<b>\$995.90</b>
						<b>Check Amount:</b>	<b>\$995.90</b>



## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5681		Robert Half					
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Arianna, W/E 3/8/24, 33.5hrs@\$38.7	\$1,298.46	
PO#:		Voucher #:	27876	Invoice	Invoice No: 63338096	3/18/2024	Paid Amt: \$1,298.46
							Check Amount: \$1,298.46
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 3/8/24, 40hrs@\$40.50/hr, O\	\$1,671.64	
PO#:		Voucher #:	27877	Invoice	Invoice No: 63338097	3/18/2024	Paid Amt: \$1,671.64
							Check Amount: \$1,671.64
			4192	WES			BP
				E 01 010 203 000 305 000	Pettus, Stacey A, W/E 01/26/24, 16.72hrs@\$3	\$618.64	
PO#:		Voucher #:	27922	Invoice	Invoice No: 63130556	3/25/2024	Paid Amt: \$618.64
							Check Amount: \$618.64
			4192	WES			BP
				E 01 010 203 000 305 000	De Vass Gunaward, Lakshi, W/E 1/26/24, 8hrs	\$225.90	
PO#:		Voucher #:	27923	Invoice	Invoice No: 63130557	3/25/2024	Paid Amt: \$225.90
							Check Amount: \$225.90
			4192	WES			BP
				E 01 010 203 000 305 000	De Vass Gunaward, Lakshi, W/E 1/26/24	\$7,000.00	
PO#:		Voucher #:	27924	Invoice	Invoice No: 63130724	3/25/2024	Paid Amt: \$7,000.00
							Check Amount: \$7,000.00
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Ariana, W/E 2/2/24, 31.59hrs@\$38.7	\$1,224.43	
PO#:		Voucher #:	27925	Invoice	Invoice No: 63181313	3/25/2024	Paid Amt: \$1,224.43
							Check Amount: \$1,224.43
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 02/02/24, 40hrs@\$40.50/hr,	\$1,762.76	
PO#:		Voucher #:	27926	Invoice	Invoice No: 63181319	3/25/2024	Paid Amt: \$1,762.76
							Check Amount: \$1,762.76
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Ariana, W/E 2/9/24, 40hrs@\$38.76/h	\$1,550.40	
PO#:		Voucher #:	27927	Invoice	Invoice No: 63210054	3/25/2024	Paid Amt: \$1,550.40
							Check Amount: \$1,550.40
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 2/9/24, 40hrs@\$40.50/hr, O\	\$1,636.40	
PO#:		Voucher #:	27928	Invoice	Invoice No: 63210055	3/25/2024	Paid Amt: \$1,636.40
							Check Amount: \$1,636.40

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5681		Robert Half					
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Ariana, W/E 2/16/24, 40hrs@\$38.76/	\$1,550.40	
PO#:		Voucher #:	27929	Invoice	Invoice No: 63233330	3/25/2024	Paid Amt: \$1,550.40
							Check Amount: \$1,550.40
<hr/>							
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Ariana, W/E 3/1/24, 34hrs@\$38.76/h	\$1,317.84	
PO#:		Voucher #:	27930	Invoice	Invoice No: 63281746	3/25/2024	Paid Amt: \$1,317.84
							Check Amount: \$1,317.84
<hr/>							
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 03/01/24, 40hrs@\$40.50/hr,	\$1,630.94	
PO#:		Voucher #:	27931	Invoice	Invoice No: 63285286	3/25/2024	Paid Amt: \$1,630.94
							Check Amount: \$1,630.94
<hr/>							
			4192	WES			BP
				E 01 010 203 000 305 000	Jackson, Ariana, W/E 3/15/24, 33hrs@\$38.76/	\$1,279.08	
PO#:		Voucher #:	27932	Invoice	Invoice No: 63345214	3/25/2024	Paid Amt: \$1,279.08
							Check Amount: \$1,279.08
<hr/>							
			4192	WES			BP
				E 01 010 203 000 305 000	Dahir, Deqa, W/E 3/15/24, 40hrs@\$40.50/hr, C	\$1,622.43	
PO#:		Voucher #:	27933	Invoice	Invoice No: 63345215	3/25/2024	Paid Amt: \$1,622.43
							Check Amount: \$1,622.43
							Vendor Total: \$26,929.42
<hr/>							
5699		Salaam Group LLC					
			4192	WES			BP
				E 01 010 203 000 305 000	Student Coaching	\$4,500.00	
PO#:		Voucher #:	27878	Invoice	Invoice No: 1	3/18/2024	Paid Amt: \$4,500.00
							Check Amount: \$4,500.00
							Vendor Total: \$4,500.00
<hr/>							
1041		Seed Daycare					
			4192	WES			BP
				E 01 005 810 000 330 000	FY24: Utilities	\$9,416.50	
				E 01 005 850 348 570 000	FY24: Rent	\$11,949.27	
				E 01 005 810 000 350 000	FY24: Parking Lot	\$2,166.67	
				E 01 005 810 000 350 000	FY24: Maintenance	\$14,795.54	
PO#:		Voucher #:	27864	Invoice	Invoice No: 03.14.24	3/14/2024	Paid Amt: \$38,327.98
							Check Amount: \$38,327.98
<hr/>							
			4192	WES			BP
				E 01 005 810 000 330 000	FY24: Utilities	\$9,416.50	
				E 01 005 850 348 570 000	FY24: Rent	\$11,949.27	

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1041		Seed Daycare					
			4192	WES			BP
				E 01 005 810 000 350 000	FY24: Parking Lot	\$2,166.67	
				E 01 005 810 000 350 000	FY24: Maintenance	\$14,795.54	
PO#:		Voucher #:	27937	Invoice	Invoice No: 03.28.24	3/28/2024	Paid Amt: \$38,327.98
							Check Amount: \$38,327.98
							Vendor Total: \$76,655.96
1508		Sora Pediatric Therapy					
			4192	WES			BP
				E 01 010 420 740 394 000	Becker Anderson, Sarah, OT Services, 124.25	\$10,188.50	
PO#:		Voucher #:	27934	Invoice	Invoice No: 22924148450	3/25/2024	Paid Amt: \$10,188.50
							Check Amount: \$10,188.50
							Vendor Total: \$10,188.50
5001		State Disbursement Unit					
			4192	WES			BP
				B 01 215 012	Child Support	\$142.37	
PO#:		Voucher #:	27798	Invoice	Invoice No: S2024160	3/13/2024	Paid Amt: \$142.37
							Check Amount: \$142.37
							Vendor Total: \$142.37
			4192	WES			BP
				B 01 215 012	Child Support	\$142.37	
PO#:		Voucher #:	27890	Invoice	Invoice No: S2024170	3/21/2024	Paid Amt: \$142.37
							Check Amount: \$142.37
							Vendor Total: \$142.37
			4192	WES			BP
				B 01 215 012	Child Support	\$142.37	
PO#:		Voucher #:	27901	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$142.37
							Check Amount: \$142.37
							Vendor Total: \$427.11
5601		Stericycle Central					
			4192	WES			BP
				E 01 005 110 000 305 000	FY24: Shredding services	\$397.16	
PO#:		Voucher #:	27935	Invoice	Invoice No: 8006528859	3/25/2024	Paid Amt: \$397.16
							Check Amount: \$397.16
							Vendor Total: \$397.16
4334		Stinson Leonard Street LLP					
			4192	WES			BP
				E 01 005 111 000 305 000	FY24: Legal Services File NO. 3516242.0009	\$4,729.50	
PO#:		Voucher #:	27936	Invoice	Invoice No: 43516094	3/25/2024	Paid Amt: \$4,729.50
							Check Amount: \$4,729.50
							Vendor Total: \$4,729.50

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5084		Syand Corporation					
			4192	WES			BP
				E 01 005 810 000 315 402	FY24: Security Monitoring	\$6,187.30	
PO#:		Voucher #:	27860	Invoice	Invoice No: 56468	3/11/2024	Paid Amt: \$6,187.30
							Check Amount: \$6,187.30
							Vendor Total: \$6,187.30
5615		Tawakal Ismail					
			4192	WES			BP
				E 01 005 107 000 305 000	Recruitment: 2/17/24-3/1/24	\$3,500.00	
PO#:		Voucher #:	27830	Invoice	Invoice No: 02.29.24	3/4/2024	Paid Amt: \$3,500.00
							Check Amount: \$3,500.00
							Vendor Total: \$3,500.00
			4192	WES			BP
				E 01 005 107 000 305 000	Recruitment: 3/1/24-3/15/24	\$3,500.00	
PO#:		Voucher #:	27879	Invoice	Invoice No: 03.15.24	3/18/2024	Paid Amt: \$3,500.00
							Check Amount: \$3,500.00
							Vendor Total: \$3,500.00
			4192	WES			BP
				E 01 005 107 000 305 000	Recruitment: 3/16/24-3/31/24	\$3,500.00	
PO#:		Voucher #:	27943	Invoice	Invoice No: 03.29.24	3/29/2024	Paid Amt: \$3,500.00
							Check Amount: \$3,500.00
							Vendor Total: \$10,500.00
4862		Timothy Ewing					
			4192	WES			BP
				E 01 010 640 000 366 000	FY24: Mileage Reimbursement (43.2miles@\$C	\$28.94	
PO#:		Voucher #:	27831	Invoice	Invoice No: 02.26.24	3/4/2024	Paid Amt: \$28.94
							Check Amount: \$28.94
							Vendor Total: \$28.94
1090		TL Graphics					
			4192	WES			BP
				E 01 005 110 000 401 000	Office Supplies: Tardy Slips	\$860.00	
PO#:		Voucher #:	27880	Invoice	Invoice No: 1351	3/18/2024	Paid Amt: \$860.00
							Check Amount: \$860.00
							Vendor Total: \$860.00
1077		TRA					
			4192	WES			Wire
				B 01 215 006	TRA	\$28,972.47	
PO#:		Voucher #:	27892	Invoice	Invoice No: S2024170	3/15/2024	Paid Amt: \$28,972.47
							Check Amount: \$28,972.47

## Best Academy Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1077		TRA					
			4192	WES			Wire
				B 01 215 006		TRA	\$29,359.14
PO#:		Voucher #:	27903	Invoice	Invoice No: S2024180	3/29/2024	Paid Amt: \$29,359.14
							Check Amount: \$29,359.14
							Vendor Total: \$58,331.61
5643		Vern's Dumpster					
			4192	WES			BP
				E 01 005 810 000 330 000	FY24: Dumpster		\$497.61
PO#:		Voucher #:	27861	Invoice	Invoice No: 9803	3/11/2024	Paid Amt: \$497.61
							Check Amount: \$497.61
							Vendor Total: \$1,202.97
			4192	WES			BP
				E 01 005 810 000 330 000	FY24: Dumpster		\$705.36
PO#:		Voucher #:	27862	Invoice	Invoice No: 9810	3/11/2024	Paid Amt: \$705.36
							Check Amount: \$705.36
							Vendor Total: \$1,202.97
5660		Vision Quest Consultancy					
			4192	WES			BP
				E 01 040 203 000 305 400	Community Engagement - February 2024		\$4,500.00
PO#:		Voucher #:	27832	Invoice	Invoice No: 4	3/4/2024	Paid Amt: \$4,500.00
							Check Amount: \$4,500.00
							Vendor Total: \$9,000.00
			4192	WES			BP
				E 01 040 203 000 305 400	Community Engagement - March 2024		\$4,500.00
PO#:		Voucher #:	27944	Invoice	Invoice No: 5	3/29/2024	Paid Amt: \$4,500.00
							Check Amount: \$4,500.00
							Vendor Total: \$9,000.00
5097		Wells Fargo Bonds WFCTSPACS					
			4192	WFB2			Wire
				E 01 005 850 348 570 000	Rent		\$25,945.91
PO#:		Voucher #:	27947	Invoice	Invoice No: 03.20.24	3/20/2024	Paid Amt: \$25,945.91
							Check Amount: \$25,945.91
							Vendor Total: \$61,776.09
			4192	WFBA			Wire
				E 01 005 850 348 570 000	Rent		\$35,830.18
PO#:		Voucher #:	27946	Invoice	Invoice No: 03.20.24	3/20/2024	Paid Amt: \$35,830.18
							Check Amount: \$35,830.18
							Vendor Total: \$61,776.09

## Best Academy

### Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1493		Wells Fargo Checking					
			4192	WFB2			Wire
				E 01 005 110 000 305 000	bank fees	\$158.64	
PO#:		Voucher #:	27948	Invoice	Invoice No: 03.11.24	3/20/2024	Paid Amt: \$158.64
							Check Amount: \$158.64
<hr/>							
			4192	WFC			Wire
				E 01 005 110 000 305 000	bank fees	\$320.03	
PO#:		Voucher #:	27949	Invoice	Invoice No: 03.11.24	3/11/2024	Paid Amt: \$320.03
							Check Amount: \$320.03
<hr/>							
							Vendor Total: \$478.67
<hr/>							
							Report Total: \$1,504,221.95
<hr/> <hr/>							

## Best Academy

### Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
2485	4192	WES	CR0324													
Bill Return Men In Black 3/11																
			2574	Credit	A	03/11/24		Wire	1	M						
						4192	E 01 005 117 000 305 402								105.30	0.00
														Receipt Total:	\$105.30	\$0.00
														<b>Deposit Total:</b>	<b>\$105.30</b>	<b>\$0.00</b>
2486	4192	WES	CR0324													
IDEAS Pymt 3/15/24																
			2575	Credit	A	03/15/24		Wire	1	1007						
						4192	R 01 005 000 000 201 000								18,339.00	0.00
						4192	R 01 005 000 000 211 000								235,920.72	0.00
						4192	R 01 005 000 317 211 000								1,515.40	0.00
						4192	R 01 005 000 740 360 000								313,615.27	0.00
						4192	R 01 005 000 312 300 000								13,839.93	0.00
														Receipt Total:	\$583,230.32	\$0.00
														<b>Deposit Total:</b>	<b>\$583,230.32</b>	<b>\$0.00</b>
2487	4192	WES	CR0324													
FY24 MMB FS Dep 3/28/24																
			2576	Credit	A	03/28/24		Wire	1	1001						
						4192	R 02 005 770 701 472 000								60,210.15	0.00
						4192	R 02 005 770 701 471 000								6,255.60	0.00
						4192	R 02 005 770 701 471 000								1,251.12	0.00
						4192	R 02 005 770 705 476 000								31,337.67	0.00
						4192	R 02 005 770 701 300 000								1,954.87	0.00
														Receipt Total:	\$101,009.41	\$0.00
														<b>Deposit Total:</b>	<b>\$101,009.41</b>	<b>\$0.00</b>
2488	4192	WES	CR0324													
IDEAS Pymt 3/29/24																
			2577	Credit	A	03/29/24		Wire	1	1007						
						4192	R 01 005 000 740 360 000								566,356.66	0.00
														Receipt Total:	\$566,356.66	\$0.00
														<b>Deposit Total:</b>	<b>\$566,356.66</b>	<b>\$0.00</b>
2489	4192	WES	CR0324													
FY24 MMB FIN160 Dep 3/29/24																
			2578	Credit	A	03/29/24		Wire	1	1001						
						4192	R 01 005 000 160 400 013								3,167.81	0.00
														Receipt Total:	\$3,167.81	\$0.00
														<b>Deposit Total:</b>	<b>\$3,167.81</b>	<b>\$0.00</b>

## Best Academy

### Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
2490	4192	WES	CR0324													
FY24 MMB	FIN161	Dep	3/29/24	2579	Credit	A	03/29/24	Wire	1	1001	MN Dept of Education					
							4192 R 01 005 000 161 400 013			FY24 FIN161 ESSER					791.95	0.00
														Receipt Total:	\$791.95	\$0.00
														<b>Deposit Total:</b>	<b>\$791.95</b>	<b>\$0.00</b>
2491	4192	AICS	CR0324													
ANB ICS: Interest	Mar 2024			2580	Credit	A	03/29/24	Wire	1	INT	Interest Earnings					
							4192 R 01 005 000 000 092 000			ANB ICS Interest March 2024					653.26	0.00
														Receipt Total:	\$653.26	\$0.00
														<b>Deposit Total:</b>	<b>\$653.26</b>	<b>\$0.00</b>
														Report Total:	\$1,255,314.71	\$0.00



## Best Academy Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Fin	O/S	CrS	Account Description	Debit Amount	Credit Amount
11344	202403	09/07/2023	P	JE		Move June 2023 FS Receipts	FY23 Regular Lunch- to CRS	R	02	005	770	701	471	000	School Lunch-Fed	707.05	0.00
							FY23 HHFKA- to CRS 999	R	02	005	770	701	471	000	School Lunch-Fed	71.60	0.00
							FY23 Regular Lunch	R	02	005	770	701	471	999	School Lunch-Fed	0.00	707.05
							FY23 HHFKA Lunch	R	02	005	770	701	471	999	School Lunch-Fed	0.00	71.60
							FY23 Free & Reduced Lunch	R	02	005	770	701	472	000	Free/Reduced Lunch	3,186.20	0.00
							FY23 F & R Lunch	R	02	005	770	701	472	999	Free/Reduced Lunch	0.00	3,186.20
							FY23 Breakfast- to CRS 999	R	02	005	770	705	476	000	Fed. School Breakfast	1,620.69	0.00
							FY23 Fed Breakfast	R	02	005	770	705	476	999	School Breakfast	0.00	1,620.69
																\$5,585.54	\$5,585.54
11364	202409	03/29/2024	P	JE		ICS Transfers: March 2024	ICS Transfers: March 2024	B	01	101	008				WES- American National	0.00	790,500.32
							ICS Transfers: March 2024	B	01	101	008				WES- American National	1,574,529.77	0.00
							ICS Transfers: March 2024	B	01	101	012				ANB ICS	790,500.32	0.00
							ICS Transfers: March 2024	B	01	101	012				ANB ICS	0.00	1,574,529.77
																\$2,365,030.09	\$2,365,030.09
11365	202409	03/14/2024	P	JE		Txfer: ANB to 6843	Txfer: ANB to 6843	B	01	101	005				WFBA- 6843	63,000.00	0.00
							Txfer: ANB to 6843	B	01	101	008				WES- American National	0.00	63,000.00
																\$63,000.00	\$63,000.00
11366	202409	03/18/2024	P	JE		Txfer: 6843 to 9177	Txfer: 6843 to 9177	B	01	101	004				WFC- 9177	500.00	0.00
							Txfer: 6843 to 9177	B	01	101	005				WFBA- 6843	0.00	500.00
																\$500.00	\$500.00
11367	202409	03/18/2024	P	JE		Txfer: 6843 to 6850	Txfer: 6843 to 6850	B	01	101	005				WFBA- 6843	0.00	26,500.00
							Txfer: 6843 to 6850	B	01	101	007				WFB2- Wells 6850	26,500.00	0.00
																\$26,500.00	\$26,500.00
11374	202409	03/31/2024	P	JE	Garnist	Garnish - AP Voids	MN Dept of Rev 05.31.23	B	01	215	014				Garnishment's/Levies	700.00	0.00
							Midwest Bonding LLC 01.13.23	B	01	215	014				Garnishment's/Levies	73.14	0.00
							MN Dept of Rev 05.31.23	E	01	010	203	000	220	000	Health Insurance	0.00	700.00
							Midwest Bonding LLC 01.13.23	E	01	010	203	000	220	000	Health Insurance	0.00	73.14
																\$773.14	\$773.14

### Osprey Wilds – Charter School Board Meeting Observation Form

<b>School Name:</b> Harvest Best Academy	<b>Scheduled Start Time:</b> 5:30 PM
<b>Date of Board Meeting:</b> February 27, 2024	<b>Actual Start Time:</b> 5:41 PM
<b>Type of Meeting (Regular, Special, Emergency):</b> Regular	<b>End Time:</b> 7:18 PM
<b>Observation by:</b> EA	
<b>Board member attendance:</b> 5 of 9 = 56%	<b>Ex-Officio Members present:</b> Eric Mahmoud
<b>Others in attendance:</b> Louis King, Emily Peterson, Nick Boettcher, Fatou Diahame, Carly Tiano (EE Coordinator)	

A "YES" or "NO" below indicates whether or not the following were evident at the board meeting. Evaluation framework indicator areas are identified in the left column.

O = Operations Performance Framework; F = Financial Performance Framework.

<u>Key Contractual Performance Areas</u>	<u>YES/NO</u>	<u>Notes</u>
<b>O.2.2</b> Board reviews and discusses academic performance related to charter contract goals (Exhibit G). <i>OW expects boards will monitor progress toward its contractual academic goals at least four times / year.</i>	No	The board reviewed academic data related to the online program. This is useful for progress monitoring and may provide helpful baseline data for goal setting during contracting.
<b>O.2.2</b> Board reviews and discusses environmental education performance related to charter contract goals (Exhibit H) / Environmental Literacy Plan (ELP). <i>OW expects boards will monitor progress toward its contractual environmental education goals at least four times / year.</i>	Yes	EE Coordinator presented the Environmental Literacy Plan. Shared performance from previous year and noted that buy-in seems stronger from teachers this year. Did not share specific data related to progress toward EE contractual goals but noted that the school is farther along in implementation at this point in the year than in years past.
<b>F.1.1</b> Board reviews and discusses the school's financial performance for the current school year, including current enrollment in relation to budgeted enrollment, and approves expenditures.	Yes	Budgeted/Actual Enrollment: 680/675 FY23 federal aids have been paid in full. Last month board approved accessing a \$1.2M loan from Propel for cash flow. Revised budget projects an FY24 YE fund balance of \$4.4M (~24%), which includes ERC refund. Still waiting on ERC refund for HBA. IRS has not communicated a timeline for when it will be processed.
<b>O.2.1</b> Board training & development happens at the meeting or meaningful discussion / reflection occurs related to recent training attended by one or more board members. <i>OW expects boards will participate in or discuss training at least four times / year.</i>	No	Emily noted that the board will schedule a work session with the attorney in March to review revised policies and bylaws.
<b>O.2.2</b> The meeting complies with MN §13D, Open Meeting Law. (See details below.)	No	See comments below.
<u>Compliance Elements - Evident at Each Meeting</u>	<u>YES/NO</u>	<u>Notes</u>
<b>O.2.2</b> MN §13D, Open Meeting Law Requirements:		

O.2.2	Meeting time, date, and place (or access information, if virtual) is posted properly on school website and/or onsite at school. <i>MN §13D.04</i>	Yes	<a href="https://www.thebestacademy.org/board-of-directors">https://www.thebestacademy.org/board-of-directors</a>
O.2.2	If meeting includes board member participation via interactive technology (e.g. Zoom), it is done so consistent with MN §13D. Agenda appropriately notes participation via interactive technology, including the location of the individual(s), and all board members and members of the public can see and hear one another during the meeting. <i>MN §13D.02</i>	Yes	No members participated virtually although several school staff and guests were remote.
O.2.2	A quorum is present when a the board meeting is convened and / or any item on the agenda is being considered. <i>MN §317A.235</i>	Yes	5/9 members were present when the meeting was called to order.
O.2.2	One set of board materials is available for public inspection. <i>MN §13D.01 Subd. 6</i>	No	
O.2.2	If closed, meeting is closed in accordance with MN §13D. Agenda notices statutory authority to close the meeting, board moves to close the meeting appropriately, board does not vote in closed session. <i>MN §13D.05</i>	N/A	
O.2.2	Actions taken by board, including any amendments, are clearly articulated.	Yes	
O.2.2	Result of the vote is articulated by the board chair, including number of votes for and against if other than unanimous.	Yes	
O.2.3	Board engages in review of school leader performance throughout the school year. <i>OW expects boards will engage in school leader evaluation activities at least four times / year.</i>	Yes	Noted that the school leader evaluation is done but have not yet met with Executive Director. Plan to meet with him before presenting the results to the board.

<b>O.2.2</b>	<p>Board reviews and discusses the Outstanding Obligations from the Previous Contract (Exhibit S). <i>OW expects boards will monitor implementation of its contractual PIP at least four times / year.</i></p>	No	<p>Please note that in the renewal evaluation that was emailed during the meeting, there are several items that must be resolved prior to execution of the next contract. (See p. 5 of the renewal evaluation.) They include, among other things:</p> <ul style="list-style-type: none"> <li>• Gathering student and parent satisfaction data</li> <li>• Providing OW with evidence that the school has obtained background checks on board members</li> <li>• Holding board and committee meetings consistent with Open Meeting Law</li> <li>• Conducting board officer elections consistent with the bylaws</li> <li>• Adopting all required policies</li> <li>• Revising the bylaws to comply with statute</li> <li>• Several other statutory and contractual requirements.</li> </ul> <p>The board should focus on ensuring these items have been addressed prior to June 30, in addition to other contracting responsibilities.</p>
<b>O.2.2</b>	<p>Meeting follows approved agenda. <i>If no, provide detail .</i></p>	Yes	<p>The board amended its agenda so guest speakers were at the beginning of the meeting (Building Acquisition Update and EE Update).</p>
<b>O.2.2</b>	<p>Board meeting packet includes all materials relevant to the meeting agenda. <i>Note any that were missing as appropriate.</i></p>	Yes	
<b>O.2.1</b>	<p>Board composition complies with applicable law and school bylaws. <i>MN §124E.07 subd. 3(a)</i></p>	Yes	
<b>O.2.2</b>	<p>Charter School Website Requirements:</p>		
<b>O.6.3</b>	<p>Directory information for members of the board of directors including affiliation (e.g. parent, teacher, community member) and contact information (at least email address). <i>MN §124E.07, subd. 8(b)</i></p>	Yes	<p><a href="https://www.thebestacademy.org/board-of-directors">https://www.thebestacademy.org/board-of-directors</a></p>
<b>O.6.3</b>	<p>Minutes of meetings of the board of directors for at least one calendar year. <i>MN §124E.07, subd. 8(b)</i></p>	Yes	<p><a href="https://bestacademy.squarespace.com/board-minutes">https://bestacademy.squarespace.com/board-minutes</a></p>
<b>O.6.3</b>	<p>Identifying and contact information for the school's authorizer. <i>MN §124E.07, subd. 8(b)</i></p>	Yes	<p><a href="https://bestacademy.squarespace.com/authorizer-information-reports">https://bestacademy.squarespace.com/authorizer-information-reports</a></p>

O.6.3	Committee meeting time, place, and access information posted properly. <i>MN §13D.04</i>	No	Discussion during the meeting seems to indicate that the board has a Finance Committee and an Executive Committee or ad hoc committee that is conducting the ED evaluation. However, there is no information posted on the website about these meetings.
<b><u>General Comments/Observations/Compliance Elements or Effective Practices Observed (e.g. Director Evaluation, Strategic Planning, Bylaw Changes, Policy Actions, etc.)</u></b>			
<ul style="list-style-type: none"> <li>• The board engaged in detailed and thorough discussion regarding the change in plans related to building acquisition, school calendar, and EE and academic student performance data.</li> </ul>			
<b><u>Required Follow-Up:</u></b>			
<ul style="list-style-type: none"> <li>• Ensure that any special meetings are posted with at least three days' notice in accordance with MN Stat. §13D.04 Subd. 2(b).</li> <li>• As a reminder, board committees are subject to MN Stat. 13D, Open Meeting Law. In accordance with MN Stat. §13D.01 Subd. 1 and Section 6.2 of the charter contract, ensure committee meetings are posted on the school website in accordance with Open Meeting Law and follow all other requirements of this statute.</li> <li>• In accordance with Section 6.20 of the charter contract, notify Osprey Wilds whether or not the background check contained adverse information.</li> <li>• Prior to any future contract period, the school will be required to bring several aspects of its governance and operations into compliance with statute and the contract. Begin working on those items noted throughout the operations and governance evaluation (and summarized on p. 5) so they are resolved before June 30, 2024.</li> </ul>			

### Osprey Wilds – Charter School Board Meeting Observation Form

<b>School Name:</b> Best Academy		<b>Scheduled Start Time:</b> 5:30pm	
<b>Date of Board Meeting:</b> April 2, 2024		<b>Actual Start Time:</b> 5:31pm	
<b>Type of Meeting (Regular, Special, Emergency):</b> Regular		<b>End Time:</b> 6:48pm	
<b>Observation by:</b> Addie Mazza			
<b>Board member attendance:</b> 5 of 9 = 56%		<b>Ex-Officio Members present:</b> Eric Mahmoud	
2 additional board members joined online but did not have their video on during the meeting so could not be counted toward quorum. See notes on Open Meeting Law below.			
<b>Others in attendance:</b> Emily Peterson, Fatou Diahame			
<p>A "YES" or "NO" below indicates whether or not the following were evident at the board meeting. Evaluation framework indicator areas are identified in the left column.</p> <p>O = Operations Performance Framework; F = Financial Performance Framework.</p>			
Key Contractual Performance Areas		YES/NO	Notes
O.2.2	Board reviews and discusses academic performance related to charter contract goals (Exhibit G). <i>OW expects boards will monitor progress toward its contractual academic goals at least four times / year.</i>	No	The board reviewed student data in reading and math from mid-year testing, looking especially at areas where improvement is needed. It was not clear which contractual goals the student data was connected to, as no reference to Exhibit G was made.
	Board reviews and discusses environmental education performance related to charter contract goals (Exhibit H) / Environmental Literacy Plan (ELP). <i>OW expects boards will monitor progress toward its contractual environmental education goals at least four times / year.</i>	No	<i>OW expects boards will monitor progress toward its contractual environmental education goals at least four times / year.</i>
F.1.1	Board reviews and discusses the school's financial performance for the current school year, including current enrollment in relation to budgeted enrollment, and approves expenditures.	Yes	Budgeted/Actual Enrollment: 680/____ The school's current ADM numbers were not available at the time of the meeting. The board reviewed a summary of key financial data points, and approved the financial report, including expenditures.
O.2.1	Board training & development happens at the meeting or meaningful discussion / reflection occurs related to recent training attended by one or more board members. <i>OW expects boards will participate in or discuss training at least four times / year.</i>	No	<i>OW expects boards will participate in or discuss training at least four times / year.</i>
O.2.2	The meeting complies with MN §13D, Open Meeting Law. (See details below.)	No	See notes below.
Compliance Elements - Evident at Each Meeting		YES/NO	Notes
O.2.2	MN §13D, Open Meeting Law Requirements:		

O.2.2	Meeting time, date, and place (or access information, if virtual) is posted properly on school website and/or onsite at school. <i>MN §13D.04</i>	No	The website notices that the meeting will be held every fourth Tuesday of the month at 5:30pm, but does indicate the meeting location. This meeting was rescheduled, and I could not find any information on the website to indicate the schedule change.
O.2.2	If meeting includes board member participation via interactive technology (e.g. Zoom), it is done so consistent with MN §13D. Agenda appropriately notes participation via interactive technology, including the location of the individual(s), and all board members and members of the public can see and hear one another during the meeting. <i>MN §13D.02</i>	No	The agenda did not note the participation of remote board member/s, nor did it include the public location from which those members were attending. Board members joining by Zoom did not have their cameras on during the meeting. All attendees could hear one another.
O.2.2	A quorum is present when a the board meeting is convened and / or any item on the agenda is being considered. <i>MN §317A.235</i>	Yes	At least five members of the board were present when the meeting was convened, and a quorum was sustained throughout the meeting. Two board members joined by interactive television, but not all members could see and hear the board members who joined remotely, so they do not count toward quorum.
O.2.2	One set of board materials is available for public inspection. <i>MN §13D.01 Subd. 6</i>	Yes	
O.2.2	If closed, meeting is closed in accordance with MN §13D. Agenda notices statutory authority to close the meeting, board moves to close the meeting appropriately, board does not vote in closed session. <i>MN §13D.05</i>	N/A	
O.2.2	Actions taken by board, including any amendments, are clearly articulated.	Yes	The chair clearly articulated motions, seconds, and votes.
O.2.2	Result of the vote is articulated by the board chair, including number of votes for and against if other than unanimous.	N/A	All votes were unanimous.
O.2.3	Board engages in review of school leader performance throughout the school year. <i>OW expects boards will engage in school leader evaluation activities at least four times / year.</i>	No	<i>OW expects boards will engage in school leader evaluation activities at least four times / year.</i>
O.2.2	Board reviews and discusses the Outstanding Obligations from the Previous Contract (Exhibit S). <i>OW expects boards will monitor implementation of its contractual PIP at least four times / year.</i>	No	<i>OW expects boards will monitor implementation of its contractual PIP at least four times / year.</i>
O.2.2	Meeting follows approved agenda. <i>If no, provide detail .</i>	Yes	

O.2.2	Board meeting packet includes all materials relevant to the meeting agenda. <i>Note any that were missing as appropriate.</i>	Yes	An updated board packet was emailed out about 24 hours prior to the meeting.
O.2.1	Board composition complies with applicable law and school bylaws. <i>MN §124E.07 subd. 3(a)</i>	Yes	In addition to the requirements of statute, Article III Section I of the bylaws state that the board will have "no fewer than five nor more than 17 directors" and "in no circumstance will teachers comprise a majority of the Board of Directors, and (b) other than as set forth in the foregoing, no specific majority will be required."
O.2.2	Charter School Website Requirements:		
O.6.3	Directory information for members of the board of directors including affiliation (e.g. parent, teacher, community member) and contact information (at least email address). <i>MN §124E.07, subd. 8(b)</i>	Yes	<a href="https://www.thebestacademy.org/board-of-directors">https://www.thebestacademy.org/board-of-directors</a>
O.6.3	Minutes of meetings of the board of directors for at least one calendar year. <i>MN §124E.07, subd. 8(b)</i>	Yes	<a href="https://bestacademy.squarespace.com/board-minutes">https://bestacademy.squarespace.com/board-minutes</a>
O.6.3	Identifying and contact information for the school's authorizer. <i>MN §124E.07, subd. 8(b)</i>	Yes	<a href="https://www.thebestacademy.org/authorizer-information-reports">https://www.thebestacademy.org/authorizer-information-reports</a>
O.6.3	Committee meeting time, place, and access information posted properly. <i>MN §13D.04</i>	No	Update the website with the finance committee meeting time, place, and access information. Include this information for any other board committees as needed.

**General Comments/Observations/Compliance Elements or Effective Practices Observed (e.g. Director Evaluation, Strategic Planning, Bylaw Changes, Policy Actions, etc.)**

- Thank you for the time I was given to present the renewal decision to the board, and congratulations again on the school's renewed contract. The board engaged in thoughtful discussion, particularly regarding student academic outcomes and the logistics of the financial steps for the building acquisition process.
- I had not attended a board meeting at the school before. When I rang the bell to be given entry to the building, I was let in, but there was no one present in the office, and the inside doors to the school were locked. The lack of signage or staff direction made access to the physical board location confusing. The board should ensure that, at a minimum, signage is posted at the school with clear information for members of the public regarding the meeting time and location (even within the building, as students were offered to guide me to the library) in accordance with MN §13D.04. Similarly, a Special Meeting scheduled for 4/5/24 was discussed at the board meeting, but no information could be found on the website or on site at the school about the time or location for the meeting.
- At the February board meeting, it was indicated that the ED evaluation was done but that the committee had not yet met with the ED. Does the board have a plan for the next steps of the ED evaluation process?
- Osprey Wilds recommends that in light of the Open Meeting Law violations at the April 2 meeting (noted above), the board spends time at an upcoming meeting reviewing Section 2 of the Operations Evaluation that Osprey Wilds conducted to better understand the board's legal and contractual obligations for Open Meeting Law and transparent communications in general. The school earned ratings of Approaches or Does Not Meet for every section of the Operations Evaluation pertaining to Governance, and it is vital that school board takes action to bring the board into compliance with legal and contractual requirements as the school begins a new



**Required Follow-Up:**

- Post the most recent board meeting minutes to the website (the most recent minutes posted are from November 2023).
- In accordance with MN §13D.04, ensure the board meeting date, time, and location are clearly posted both on the website and onsite at the school.
- In accordance with MN §13D.04, ensure committee meeting date, time, and location are clearly posted on the school's website and onsite at the school.

## Osprey Wilds Environmental Learning Center Operations and Financial Performance Evaluation Frameworks Governance-Specific Items

In 2017, Osprey Wilds Environmental Learning Center (Osprey Wilds or OW) made updates to its Operations and Financial Performance Evaluation Frameworks in order to be more clear and transparent around requirements, expectations, and guidance related to board governance. Governance specific areas are outlined below. One key change is that items are designated as "Compliance Requirements" or "Effective Practices."

- To earn a rating of "Meets Standard," a school must comply with all compliance requirements for a given measure.
- "Effective Practices" will be noted on the evaluation.

The effective practices outlined for each measure reflect what Osprey Wilds considers to be effective practices based on the hundreds of board meetings OW staff and evaluators have collectively observed and reviewed over the past several years.

Evaluations will be completed annually based on board meeting observations, reviews of board meeting packets and minutes, and interviews with board members and school leaders.

### Operations Performance Evaluation

- **2.1 Board Composition and Capacity**

**Compliance Requirements:**

- Board complies with applicable laws and its own bylaws with respect to board composition.
- School conducts required background checks on all board members prior to being seated (per Section 6.20 of the contract).
- Board completes statutorily mandated training.
- Board elections are consistent with statute and bylaws.
- Meeting minutes document election of officers consistent with statute and bylaws.

**Effective Practices:**

- The board develops and implements a plan to provide new board members with information and support that adequately prepares them to be effective.
- The board develops, implements, and evaluates a board training and development plan.
- The board specifies the length of terms of office and duties of its officers either in its bylaws or in board policy.
- The board actively makes information available about board service opportunities to staff, parents and members of the community.
- Board meeting attendance exceeds 90%.

Other observed \_\_\_\_\_

• **2.2 Board Decision-Making and Oversight**

**Compliance Requirements:**

- Board meeting minutes are complete and include the following:
- Board member attendance;
  - Actions taken by the board, including specifics on any amendments;
  - Who made a motion and second; and
  - The result of the vote, including number of votes for and against if other than unanimous.
- Meetings are held consistent with Open Meeting Law
- Meeting times and location are posted properly on the school website and/or onsite at the school, including for special or emergency meetings.
  - If meeting includes board member participation via interactive TV (e.g. Zoom), it is done so consistent with MN §13D.
  - A quorum is present when the board meeting is convened.
  - One set of board materials is available for public inspection.
  - If meeting is closed, it is done so in accordance with MN Stat. 13D: agenda and minutes show statutory authority to close the meeting, and minutes appropriately summarize actions taken during the closed meeting.
- The board reviews academic performance related to the charter contract (Exhibit G) at least quarterly.
- The board reviews environmental education performance related to the charter contract (Exhibit H and ELP) at least quarterly.
- The board reviews the school's performance related its Performance Improvement Plan in Exhibit S of the charter contract (if applicable).
- The board takes appropriate action to ensure the school's success based on its review of school performance.
- Required policies are in place, and policies that must be approved or reviewed annually are addressed.
- The board reviews and approves/accepts key organizational documents (e.g. annual report, financial audit, contract with authorizer, other authorizer related documents).
- The board ensures that the school's affiliated building company complies with all applicable legal requirements (if applicable).

**Effective Practices:**

- Meeting minutes include or provide:
- Start and end time of meeting; and
  - A clear understanding of what happened at the meeting.
- The board packet includes all materials relevant to meeting agenda.

- Board meetings are conducted with a quorum present at all times.
- The board has a policy review cycle in place, including bylaws, that is implemented with fidelity.
- The board engages in strategic planning and monitors implementation.
- Board packets are sent to board members at least five days in advance of the board meeting.
- The board develops, updates, and follows an annual governance calendar.
- The board uses committees to support effective governance.
- Other observed \_\_\_\_\_

- **2.3 School Leader Management and Accountability**

**Compliance Requirements:**

- Board established qualification for persons holding leadership positions.
- Board established a formal evaluation process for Director/Lead Admin or EMO/CMO.
- Board implements a formal evaluation process for Director/Lead Admin or EMO/CMO.
- School leader evaluation process evaluates performance in relation to OW contractual goals and expectations.
- Board engages in periodic review of school leader throughout the school year (at least four times / year).

**Effective Practices:**

- The board collaborates with school leadership to set annual professional goals for the leader.
- The board develops and implements a policy for annual director evaluation and a timeline for related activities.
- The board ensures transparency and accountability to staff, families and community. For example, the school communicates with families, staff and community regarding school performance in a concise and comprehensible manner; the board engages with families and is open to feedback and input.
- Other observed \_\_\_\_\_

**Financial Performance Evaluation**

- **1.1 Budgeting**

**Compliance Requirements:**

- The board approved the annual budget by the June 30 of the preceding fiscal year and revises the budget as needed given changing circumstances.
- The board reviews and approves quality monthly financial statements which include recommended reports: balance sheet, income/expense statement, cash flow statement (at least quarterly), budget vs. actual report, enrollment report, disbursements.
- The board reviews current enrollment in relation to budgeted enrollment.
- The board reviews and accepts the annual financial audit.

**Effective Practices:**

- The board engages in long-range financial planning (e.g. 3-year financial projection/planning).
- Revenue and expenditure variances are reasonable compared to the school's December 1 approved budget for all fund areas.
- Other observed\_\_\_\_\_

<b>Improvement Area</b>	<b>Details</b>	<b>Responsible</b>	<b>Deadline</b>	<b>Status</b>
Update Bylaws	Specifically Board Membership, ED Evaluation, and Annual Meeting Date	Peterson	April 23, 2024	
Review and update Exhibit D, E and F		Peterson Mahmoud	May 15th	
Parent Survey	Update and send in June of each year. Report details must be shared at a board meeting and represented in the Annual Report.	Peterson Mahmoud	April 23, 2024	
Board Meetings	You must have EE as a standing item at every third board meeting.	Peterson	Ongoing	
EE	All students must participate in EE activities and make weekly items at house meetings. Professional Development during the year in EE	Tiano/Peterson	May 1, 2024	
Admissions	Revise policy for lottery and enrollment.  Revise the policy to include language about	Peterson	April 23, 2024	

	non-residents needing to apply annually.			
Staff Evaluation Process	Include the process for all staff evaluations in	Peterson	April 23, 2024	
Academic Goals	<a href="https://docs.google.com/spreadsheets/d/1JTTBHI6LMiuB7tWRqtRyiOfEvbRynwg4bAhhkCTRBgY/edit?usp=sharing">https://docs.google.com/spreadsheets/d/1JTTBHI6LMiuB7tWRqtRyiOfEvbRynwg4bAhhkCTRBgY/edit?usp=sharing</a>	Mahmoud		



## Sam O'Brien

612-963-8007

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## PROFILE

Experienced as a successful school leader of communities large and small. Professional experience at urban & rural public charter schools, building community across geographic and political boundaries.

Educator, community builder, facilitator, writer and public speaker with experience in building consensus and addressing conflict through integrity, open dialogue, and integration of diverse views.

I have worked successfully in the world of blue-collar construction labor, and the tangible world of managing multi-million-dollar budgets and organizational development.

Seeking to work for and with people who also want a better world.

## RECENT WORK HISTORY

### Executive Director: Vermillion Country School (2022- Current)

\*School director and licensed teacher for alternative program in rural MN \*Increase annual budget revenue from \$850,000 to 1.1M in 2 years through applications of federal grants and state-specific grants for intervention (ADSI, Stronger Connections ARP funds) \*Reconstruct the special education protocol to serve student needs and assure continuous compliance review of special education practices. \*Engage school board in strategic planning for first time in 10 years since founding \*Implement a formal MTSS plan that includes onsite mental health services through community partnerships \*Establish formal connection to Bois Forte Tribal Education leadership to serve Nett Lake students through a second school site.

### School Finance Manager: EdFinMN (2021 - 2023)

\*manage financial plans, budgets, grants and compliance for 6 charter schools in MN \*Present monthly financial statements to school boards and answer questions regarding financial operation and oversight \*oversee grants (Title I, II, III, IV, Special Education, ESSER, REAP and others) for 12 charter schools in MN. \*Advise on school operations, policy, governance, instruction, and effectiveness of overall operations. \*Manage UFARS, SEDRA, SERVS, and school business and compliance \*Support school and board leadership in strategic planning of grants and revenue vs expense models to inform mission & vision based decisions.

### Head of School: Great River School (2014 - 2021)

\*Initiate anti-racism analysis of institutional operations, supporting the community authoring of an inclusion and equity plan that begins with racial equity in the educational setting. (Including IDI for all employees; establishing BIPOC parent council; supporting affinity group formation and review of strategic equity plan in partnership with community facilitators) \*Manage and lead teams through a strategic expansion of nationally award-winning innovative education program \*Grow Enrollment From 270 students to 800 students across grades 1-12 \*Design and implement the successful growth



of school faculty growing from 38 employees in 2014 to 131 employees in 2021. \*Design, train, and manage leadership roles at the school for most effective operation. \*Plan Manage, and control annual budgets of 3.5M, 4.2M, 5.8M, 6.3M, 9M & 10.7M \*Design successful strategic expansion that included implementation of data from CRM records and Willingness to Recommend survey Data. \*Facilitate the strategic planning, board relationship, bylaw reconstruction and review for governance, and legal/statutory compliance for all school governance and operations. \*Academic and pedagogical leader of nationally ranked public school (top 1% of all schools in the nation, consistently top 10 charters in the state of MN during leadership period) \*Execute all school communications, outreach, enrollment, and fundraising 2014-2020

## EDUCATION

Carleton College B.A.

Bemidji State University - FasTrack program (*M.Ed credits earned. Degree pursuit paused for school leadership*)

## COURSES/CERTIFICATIONS

2019 Orphan Wisdom School graduate & graduation study

2017 Science Museum of Minnesota IDEAL center PAGE program (Inclusion Diversity, Equity, Access & Leadership)

2015-16 Center for Courage & Renewal Leadership

2015 International Baccalaureate Administrator Certificate

2008 International Baccalaureate Visual Arts training (Level II)  
Florida FLIBs

2005 Washington State University Master Gardener

2004 Michael Fields Agricultural Institute Student Certificate - Organic & Biodynamic agriculture

2004 Growing Power National Urban Agriculture Training - Milwaukee WI.

# FULL PROFESSIONAL RESUME

## **Leadership Experience**

### **Executive Director:** Vermilion Country School 2022–Present

\* (Interim 2022; Full time March 2023–Present) \*School director and licensed teacher for alternative program in rural MN \*Grew annual budget revenue from \$850,000 to 1.1M in 2 years through applications of federal grants and state-specific intervention (ADSI, Stronger Connections ARP funds) \*Reconstructed special education system from the ground up to serve student needs and assure review of special education practices. \*Engaged school board in strategic planning for first time in 10 years since founding \*Implemented a formal MTSS plan that includes onsite mental health services through community partnerships \*Established formal connection to Bois Forte Tribal Education leadership to explore possibility of serving Nett Lake students through second site.

### **School Finance Manager:** EdFin MN 2021– 2023

\*manage financial plans, budgets, grants and compliance for 6 charter schools in MN \*Present monthly financial statements to school boards and answer questions regarding financial operation and oversight \*oversee grants (Title I, II, III, IV, Special Education, ESSER, REAP and others) for 12 charter schools in MN. \*Advise on school operations, policy, governance, instruction, and effectiveness of overall operations. \*Manage UFARS, SEDRA, SERVS, and school business and compliance \*Support school and board leadership in strategic planning of grants and revenue vs expense models to inform mission & vision based decisions.

### **Head of School:** Great River School, 2014–2021

\*Initiated anti-racism analysis of institutional operations, supporting the community authoring of an inclusion and equity plan that begins with racial equity in the educational setting. (Including IDI for all employees; establishing BIPOC parent council; supporting affinity group formation and review of strategic equity plan in partnership with community facilitators)\*initiated and oversaw multiple initial applications and ongoing funding from federal grant programs (Title I, II, IV) as well as from competitive state and federal grants (NSLP, ADSI, Competitive ARP programs) \*Designed, Managed, and controlled annual budgets of 3.5M, 4.2M, 5.8M, 6.3M, 9M & 10.7M \*Designed successful strategic expansion that included implementation of data from CRM records and Willingness to Recommend survey Data. \*Initiated multiple SEL initiatives and hired full time school counselors \*Managed and led teams through a strategic expansion of nationally award-winning innovative education program \*Grew Enrollment From 270 students to 800 students grades 1-12 \*Oversaw the successful operation of school employees growing from 38 employees in 2014 to 118 employees in 2020. \*Designed, trained, and implemented leadership team roles at the school for more effective leadership of the organization \*Designed, oversaw, and implemented expansion of school operations from 370 students in 2014 to 800 students in 2021. \*Oversaw the strategic planning, board relationship, bylaw reconstruction and review for governance, and legal/statutory compliance for all school governance and operations. \*Academic and pedagogical leader of nationally ranked public school (top 1% of all schools in the nation, consistently top 10 charters in the state of MN during leadership period) \*School communications, outreach, and fundraising 2014–2020 \*For sample of community communications in essay form: <http://www.greatriverschool.org/grsheadofschool>

**Program Manager:** Community Design Center of Minnesota 2008 \*Taught nutrition education throughout Saint Paul Public School 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms \*Delivered lessons and content focused on whole grain and fresh vegetable consumption and recipes \*Managed and planned market vegetable gardens and 35 member Urban CSA project \*Hired student interns and taught entrepreneurial skills to 50 13-18 year old interns

**Program Manager:** Seattle Youth Garden Works 2005-2006 \*Ages 15-22 homeless youth services organization \*Managed adult volunteer duties and mentorship in the garden \*Managed, directed, co-designed 2005 Northwest Flower and Garden Show display garden. (Best in show award, Founders Cup Award, American Horticultural Society award) \*Coordinated 45 volunteers for program delivery, solicited all donations for material and fiscal support of special projects \*Managed development and outreach projects totaling 320K in revenue for the non-profit organization

**U.S.A. Ultimate National Team Coach 2014, 2016** \*Organized, facilitated, led, and managed successful national team selection, cohesion and competition at international tournaments in Italy (2014) and Poland (2016). \*

### Teaching Experience:

**Science Teacher:** Vermilion Country School 2022, 2023-2024

\*Served as PBL science teacher for grades 7-12 at experimental program \*Biology, Physics curriculum taught \*Prepared students for MCA science participation for first time in 4 years \*Implemented project-based, experiential curriculum using format and concepts from Modern Classroom Project and inspired by background in Montessori's 3-period lesson: inspire, investigate, demonstrate.

**Integrated Visual Arts Guide:** Great River School, 2008-2014

\*Design integrated assignments and curriculum structure to interweave MN state standards in visual art with core competencies in natural science, biology, geography, civics, communications, and math for 7<sup>th</sup>-12<sup>th</sup> grade students. \*Implemented sculpture program with power tool use and studio safety rules \*Successfully reformatted and designed pedagogy for student testing in International Baccalaureate Visual Arts program \*Designed and manage annual program to take 100 students on a week-long trip to a local farm, complete with integrated curriculum for math, science, geography and communications. \*Chair MN CAPP grant committee \*Serve on finance committee, Professional Development committee, Events Committee \*Served in '09-'10 as level coordinator for school programming at the 9<sup>th</sup> & 10<sup>th</sup> grade level. \*Installed 1/8<sup>th</sup> acre garden and established permanent garden program

**Lead Teacher:** Seattle Tilth Children's Garden 2006-2008 \*Designed and taught urban ecology and soil science curriculum to thousands of students per year throughout Seattle and in Seattle Public schools ages 4-10 \*Designed curriculum for, and taught early childhood classes as well as elementary classes on gardening and arts curriculum \*Led family gardening workshops on behavior management and cooperation \*Co-designed and taught curriculum for teachers on schoolyard gardening: strategies for classroom incorporation, management, and nutrition lessons \*Managed active volunteer database of over 200 adults, supervised their education and training \*Co-designed training for continuing education credits for public school primary and secondary teachers in conjunction with Burke Natural History Museum and Woodland Park Zoo (Seattle) on urban and native

ecology of Washington, and classroom strategies for integrating science, ecology and creative arts curriculum.

**Youth Educator & Outreach Coordinator:** Seattle Youth Garden Works 2004–2005 \*Ages 15–22

\*Taught garden-based learning for youth in job skills, basic life skills, and GED preparation \*Taught basic academic skills classes to young adult learners, successfully preparing for GED completion. \*Managed adult volunteer duties and mentorship in the garden \*Engaged community leaders and organizations in generating support and community understanding of the program and outcomes. \*Over 120 Public speaking engagements to create a network of social support for the organization.

**Flex Teacher:** Beacon School, Oakland CA 2003–2004

\*Ages 4–12 \*Worked as a permanent K–5 interim teacher at Beacon School, a year-round innovative learning program \*Lesson time in 7 classrooms (k–6<sup>th</sup> grade) as a primary instructor implementing lesson plans for teachers on vacation \*Taught multiple subjects, independently managed and implemented curriculum in multiple classrooms and age groups \*Designed curriculum \*Used many strategies as tutor for students with learning challenges

**Educational Associate:** Carleton College 2002–2003

Assisted and led instruction in woodworking design, furniture construction, sculpture, and papermaking classes. \*Coordinated a wide array of functions and services for the Art & Art History department. \*Planned and hosted visits of guest speakers and artists. \*Organized, designed, and taught workshops for non-enrolled students. \*Assisted instruction and technical preparation for Advanced Woodworking workshop with Yeung Chan; and Papermaking with Jeff Rathermel.

**Art Teacher:** Northfield Alternative School 2001–2003

\*Designed curriculum and instructed woodworking and sculpture class for 4<sup>h</sup>–6<sup>th</sup> grade students at independent school in Northfield, MN. \*Focused curriculum on cooperation and collaboration between students in the problem-solving process of art construction.

**Literature Teacher:** Summerbridge Portland, OR 2000 *-a summer-education program for students of diverse background and a common interest in learning. Connecting older students in teaching and younger students in learning.*

\*Completed teacher-training program in curriculum design and pedagogy \*Taught writing and reading through multicultural mythology to 5<sup>th</sup>–8<sup>th</sup> grade students, emphasizing development of skills in reading comprehension and written communication. \*Taught drawing, papermaking and sculpture in the afternoon.

**Art Instructor:** White Bear Arts Center MN 1997–2000

\*Assisted and led in the instruction of drawing, painting and sculpture to K–3 students in summer and year-round programs.

**Other Work Experience:**

**Curriculum Designer & Course Instructor:** USA Ultimate 2005–present \*Designed nationally-implemented certification program for ultimate frisbee coaching \* Designed and implemented non-violent communication training and cooperative instruction model for coaches to



use with players. \*Taught coaching certification workshops nationally to over 300 coaches – middle school through college level.

**Head Coach** – Seattle City-Wide High School Ultimate Team *MoHo* 2004- 2007

\*facilitated, organized, taught practices \*Established training program for older youth to learn and implement coaching skills, and to coach each other through positive discipline and constructive criticism \*Managed and facilitated practices with 40+ participants

**Carpenter** – Beckley Construction, Seattle WA 2002-2003 \*Executed architectural plans \*Remodeled homes completely from demolition to finish work

**Owner:** Studio O'Brien 2001-2004 \*Directed furniture making and remodeling business with 2 employees. \*Furniture construction on commission basis. \*Worked with and for licensed contractors in Minneapolis MN, and Seattle WA executing high end remodeling and installation

**Research Assistant:** University of Minnesota Ecology Dept summer season 2000-2002

\*Studied the effect of fragmentation on native prairie plant genetic diversity. \*Compiled, collected, and reported field data in lab through processing. \*Compared genetic efficiency in plants based on relative carbon/nitrogen ratio through elemental analysis

### **Education:**

-**Carleton College**, Northfield, MN. B.A. *cum laude* Studio Arts

Distinction in Studio Art major

-**Cortiva Physiotherapy Institute of Seattle** –NCBTMB – national certification in therapeutic medical massage and bodywork. *Includes 1000 hours (35 semester credits) of anatomy, physiology, pathology and nutrition education.*

-**Bemidji State University** – FastTrack Teacher Licensure

*Credits toward M.Ed coursework completed, M.Ed degree not earned – paused while working as Head of School at Great River School 2014-2021*

### **Workshops, internships:**

2019 Orphan Wisdom School graduate & graduation study

2017 Science Museum of Minnesota IDEAL center PAGE program (Inclusion Diversity, Equity, Access & Leadership)

2015-16 Center for Courage & Renewal Leadership

2015 International Baccalaureate Administrator Certificate

2008 International Baccalaureate Visual Arts training (Level II) Florida *FLIBs*

2005 Washington State University Master Gardener

2004 Michael Fields Agricultural Institute Student Certificate – Organic & Biodynamic agriculture

2004 *Growing Power* National Urban Agriculture Training – Milwaukee WI.

**Eccentric Accomplishments:** Ultimate Frisbee national champion 2001 (Carleton College), 2006, 2007(Seattle Sockeye) – Pan American Ultimate Champions in Medellin Colombia 2011. US National Team World champion 1998,2022,2023.

Coached/Captained Minneapolis *Sub Zero* to fifth place finish overall at 2002 World Ultimate Championships. Coach of USA Ultimate U19 national team 2014 (2nd in world) 2016 (world champions)

## 1. Conflict of Interest—Charter School Board Members and Employees (MSBA #210.1)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013,

### I. PURPOSE

The purpose of this policy is to observe ~~MN Stat. 124D.10 Subd. 4a; 34 CFR Part 80.26(b) and 36(b)(3); 34 CFR Part 75.525; and CFR Part 75.525 (a) & (b)~~state statutes regarding conflicts of interest for charter schools and to engage in school ~~district~~-business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### II. GENERAL STATEMENT OF POLICY

It is the policy of the charter school board to conform to statutory conflict of interest laws and act in a manner that will avoid any conflict of interest or the appearance thereof. ~~This policy addresses compliance requirements with MN Stat. 124D.10 Subd. 4a; 34 CFR Part 80.26(b) and 36(b)(3); and 34 CFR Part 75.525 (a) & (b). In addition, all purchases must follow the procedures outlined in Policy #35 Purchasing, Procurement and Contracting Policies that establishes procedures to carry out purchasing, procurement and contracting functions of the charter school and provide efficient management of public monies and compliance with all applicable state and federal laws including requirements when using federal funds to make purchases under Minnesota's federal Charter Schools Program (CSP).~~

**Commented [LK1]:** This does not appear to be a policy that the school has adopted

#### ~~MN Stat. 124D.10 Subd. 4a Conflict of Interest~~

- ~~(a) An individual is prohibited from serving as a member of the school board of directors if the individual, an immediate family member, or the individual's partner is an owner, employee or agent of, or a contractor with a for profit or nonprofit entity or individual with whom the school contracts, directly or indirectly, for professional services, goods, or facilities. A violation of this prohibition renders a contract voidable at the option of the commissioner of education or the school board of directors. A member of a school board of directors who violates this prohibition is individually liable to the charter school for any damage caused by the violation.~~
- ~~(b) No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:~~
- ~~(1) The board member, employee, officer, or agent;~~
  - ~~(2) The immediate family of the board member, employee, officer, or agent;~~
  - ~~(3) The partner of the board member, employee, officer, or agent; or~~
  - ~~(4) An organization that employs, or is about to employ an individual in clauses (1) to (3),~~

~~has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.~~

- ~~(c) Any employee, agent, or board member of the authorizer who participates in the initial review, approval, on going oversight, evaluation, or the charter renewal or nonrenewal process or decision is ineligible to serve on the board of directors.~~
- ~~(d) An individual may serve as a member of the board of directors if no conflict of interest under paragraph (a) exists.~~
- ~~(e) The conflict of interest provisions under this subdivision do not apply to compensation paid to a teacher employed by the charter school who also serves as a member of the board of directors.~~
- ~~(f) The conflict of interest provisions under this subdivision do not apply to a teacher who provides services to a charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.~~

#### ~~34 CFR Part 75.525 (a) & (b) Participation in a Project~~

- ~~(a) — A grantee may not permit a person to participate in an administrative decision regarding a project if:
 
  - ~~(1) The decision is likely to benefit that person or a member of his or her immediate family; and~~
  - ~~(2) The person:
 
    - ~~(i) Is a public official; or~~
    - ~~(ii) Has a family or business relationship with the grantee.~~~~~~
- ~~(b) — A grantee may not permit any person participating in the project to use his or her position for a purpose that is — or gives the appearance of being — motivated by a desire for a private financial gain for that person or for others.~~

#### ~~34 CFR Part 80.26 (b) Non-Federal audit.~~

- ~~(a) Basic Rule. Grantees and sub-grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.~~
- ~~(b) Sub-grantees. State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a subgrantee, which expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:~~

- ~~(1) Determine whether State or local sub grantees have met the audit requirements of the Act and whether sub grantees covered by OMB Circular A 110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non Profit organizations," have met the audit requirements of the Act. Commercial contractors (private for profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditures of Federal funds;~~
- ~~(2) Determine whether the sub grantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the sub grantee made in accordance with the Act, OMB Circular A 133, or through other means (e.g., program reviews) if the sub grantee has not had such an audit;~~
- ~~(3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;~~
- ~~(4) Consider whether sub grantee audits necessitate adjustment of the grantee's own records; and~~
- ~~(5) Require each sub grantee to permit independent auditors to have access to the records and financial statements.~~

#### ~~34 CFR Part~~ **80.36(b)(3) Procurement.**

~~(3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:~~

- ~~(i) The employee, officer or agent,~~
- ~~(ii) Any member of his immediate family,~~
- ~~(iii) His or her partner, or~~
- ~~(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.~~

### III. CONFLICTING BUSINESS RELATIONSHIPS



~~A. A member of a charter school board of directors is prohibited from serving as a member of the board of directors or as an employee or agent of, or contractor with, a for-profit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. A violation of this prohibition renders a contract voidable at the option of the Commissioner of Education (Commissioner). A member of a charter school board of directors who violates this prohibition shall be individually liable to the charter school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest as specified in MN Stat. 124D.10 Subd. 4a; 34 CFR Part 80.26(b) and 36(b)(3); and 34 CFR Part 75.525 (a) & (b) as printed above exists.~~

~~B. A member of a charter school board of directors that serves as a member of the board of directors or as an employee or agent of, or contractor with, a nonprofit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities, must disclose all potential conflicts to the Commissioner.~~

A. An individual is prohibited from serving as a member of the board of directors of the school if the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the school contracts, directly or indirectly, for professional services, goods, or facilities. An individual is prohibited from serving as a board member if an immediate family member is an employee of the school. A violation of this prohibition renders a contract voidable at the option of the Minnesota Commissioner of Education (Commissioner) or the school board of directors. A member of a school board of directors who violates this prohibition is individually liable to the school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest under this paragraph exists.

B. No member of the board of directors, employee, officer, or agent of the school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (1) the board member, employee, officer, or agent; (2) the immediate family of the board member, employee, officer, or agent; (3) the partner of the board member, employee, officer, or agent; or (4) an organization that employs, or is about to employ, any individual in clauses (1) to (3), has a financial or other interest in the entity with which the school is contracting. A violation of this provision renders the contract void.

C. Any employee, agent, or board member of the authorizer of a charter school who participates in the initial review, approval, ongoing oversight, evaluation, or the charter school renewal or nonrenewal process or decision is ineligible to serve on the board of directors of a school chartered by that authorizer.

D. The school board member conflict of interest provisions do not apply to compensation paid to a teacher employed as a teacher by the school or a teacher who provides instructional services to the school through a cooperative formed under Minn. Stat., chapter 308A when the teacher also serves on the school board of directors.

E. The school board member, employee, or officer is a local official with regard to the receipt of gifts as defined under Minn. Stat. § 10A.071, subd. 1(b). A board member, employee, or officer must not receive compensation from a group health insurance provider.

LIMITATIONS ON RELATED EMPLOYEES

A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree, as computed by the civil law except by a unanimous vote of the full school board.

DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

## 2. ~~Out of State and~~ Extended Local Travel By School Board Members (MSBA #214)

Adopted by the ~~Best Academy, Inc.~~ Harvest Best Academy Board of Directors: As Amended ~~October 26, 2013~~ \_\_\_\_.

### I. PURPOSE

The purpose of this policy is to establish ~~acceptable procedures regarding extended~~ local and out-of-state ~~reimbursable~~ travel for school board members ~~and staff~~ in the performance of their school district duties.

**Commented [JS2]:** Separate expense reimbursement policy for staff

### II. GENERAL STATEMENT OF POLICY

- A. School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school ~~district~~, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel to fulfill their obligations.  
 acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations ~~and school district policies that relate to their functions as school board members.~~
- ~~B. School district employees have a similar obligation pertaining to the performance of their duties and for professional growth activities.~~

### III. APPROPRIATE TRAVEL AND EXPENSES

~~A. Out-of-state or extended local~~ Travel is appropriate when the School Board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members and it is within the available resources. Travel to regional or national meetings of the National Charter School Boards Association is presumed to fulfill this purpose. Travel to other meetings for which the member intends to seek reimbursement from the school district should be pre-approved by the School Board.

- ~~A. Employee travel expenses related to the performance of the job including professional development are appropriate for reimbursement and shall be approved by the charter school Principal or designee.~~
- ~~B.A. \_\_\_\_\_ Travel outside the continental U.S. must be requested well in advance of the planned activity. The itinerary must be submitted for approval to the supervising administrator or charter school Principal, followed by review of the School Board.~~

### IV. REIMBURSABLE EXPENSES

Reimbursable expenses may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary charter school-related expenses.

V. REIMBURSEMENT ~~Reimbursement for Extended Travel~~

A. Extended local travel refers to travel outside the general school area and itineraries that include overnight lodging. Requests for reimbursement of travel expenses ~~incurred during the performance of school district duties~~ must be itemized on the ~~official school district~~ Claim for Reimbursement form and submitted to the ~~supervising designated~~ administrator for approval. Receipts for lodging, commercial transportation, registration and other reasonable and necessary expenses must be attached to the reimbursement form to be considered.

B. Automobile travel shall be reimbursed at the mileage rate set by the School Board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

~~B.C.~~ \_\_\_\_\_ The Claim for Reimbursement ~~or Advance Expenses form form~~ is to be completed by the individual requesting reimbursement before and/or after attending a specific event that has been approved by the designated supervising administrator. (See Claim for Reimbursement or Advance Expenses, form A, of this policy.)

~~C.D.~~ \_\_\_\_\_ An advance payment for travel may be authorized up to \$50/day if approved by the designated administrator. The advance shall be supported by receipts and adjusted accordingly after completing the travel.

~~D.E.~~ \_\_\_\_\_ Advance payment of registration, lodging and commercial travel may also be paid using the school's credit card available in the business office if approved by the designated administrator.

VI. ESTABLISHMENT OF REIMBURSEMENT RATES AND GUIDELINES

The executive director shall develop a schedule of reimbursement rates for school business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The executive director shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

CLAIM FOR REIMBURSEMENT OR ADVANCE ON EXPENSES

Form A (relating to Policy # 2)

(Out of State or extended local Travel)

Claimant's Name\*

\_\_\_\_\_

Street Address\*

City

Zip

\_\_\_\_\_

Departure\* : Date

Time

a.m. or p.m.

\_\_\_\_\_

Return\* : Date

Time

a.m. or p.m.

\_\_\_\_\_

Destination\*

\_\_\_\_\_

Purpose\*

\_\_\_\_\_

\*Required information. Claim will not be processed if not complete.  
Refer to page 2 for instructions.

1. TRANSPORTATION:

I. Commercial coach airfare: (Receipt or district credit card for advance payment)

\$ \_\_\_\_\_

2. Mileage: \_\_\_\_\_ miles @ IRS approved rate

\$ \_\_\_\_\_

3. Other \$ \_\_\_\_\_

\_\_\_\_\_

II. MEALS: All meal expenses must be itemized and receipts provided.

TOTAL MEALS (itemized w/receipts)

\$ \_\_\_\_\_

111. LODGING: (Receipts required)

TOTAL LODGING

\$ \_\_\_\_\_

IV. MISCELLANEOUS: (Receipts required)

Registration

Cab

\_\_\_\_\_

Parking

Other

TOTAL MISCELLANEOUS

\$ \_\_\_\_\_

\_\_\_\_\_

TOTAL EXPENSES CLAIMED	\$ _____
AMOUNT OF ADVANCE REQUESTED	\$(_____)
BALANCE To BE REIMBURSED	\$ _____

I declare, under penalties of law, that this claim is just and correct and that no part of it has been paid previously.

\_\_\_\_\_  
Date: Claimant's Signature

Program Budget Code(s)\_\_\_\_\_

APPROVED BY:  
Administrator/Supervisor\_\_\_\_\_

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

Reimbursement Instructions (page 2)

1. TRANSPORTATION

- Commercial airfare (coach) or lower group fare.
- Mileage reimbursement shall be at the IRS established rate and shall not exceed the cost of commercial airfare.
- Use of a rental car must be pre-approved by the Principal or designee. Rental car use shall generally be a non-reimbursed item.

2. MEALS

- Meals that are part of registration shall not be itemized on the reimbursement claim under meals. The cost of those meals will be reimbursed under registration.
- Daily meal expense reimbursement, including tax and a reasonable gratuity, must comply with the conditions of, and shall not exceed the amounts identified in, the ~~out Tent~~ current Commissioner's Plan. Use the actual amount if lesser or equal to the amount specified in the Plan. If meal expenditure was greater than allowed, request reimbursement only for the amount allowed.

3. LODGING

Receipts are required for the actual cost of lodging. ~~As per the current Commissioner's Plan, it~~ is expected that good judgment will be exercised when incurring lodging costs.

4. MISCELLANEOUS

Receipts are required for registration, cab fares, public transportation and parking fees.

5. CLAIMS

All claims for reimbursement are to be submitted within 60 days of the activity for which reimbursement is claimed. Exceptions may be granted by the business office under unusual circumstances.

#### 6. ADVANCES

An advance payment for travel may be authorized up to \$50/day if approved by the [supervising designated](#) administrator. The advance shall be supported by receipts and adjusted accordingly after the completion of travel. Advance payment for registration and lodging may also be arranged using the [District's school's](#) credit card managed by the business office. If the [district school](#) has advanced an amount that exceeds the actual expenses, the excess shall be returned to the [district school](#) within two weeks of return from travel.

### 3. Harassment and Violence (MSBA #413)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013: \_\_\_\_\_.

#### I4. PURPOSE

The purpose of this policy is to maintain a learning and working environment at ~~Best Academy, Inc.~~Harvest Best Academy that is free from ~~religious, racial or sexual~~ 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, including gender identity or expression, or disability (Protected Class).~~ The school prohibits any form of ~~religious, racial or sexual harassment and violence.~~

#### II44. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school to maintain learning and working environments that are 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. ~~religious, racial or sexual harassment and violence.~~ The school prohibits any form of ~~religious, racial or sexual harassment and violence~~harassment or violence on the basis of Protected Class.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel ~~of the school~~ to harass a pupil, teacher, administrator or other school personnel through conduct or communication of based on a person's Protected Class, a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the school.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel ~~of the school~~ to inflict, threaten to inflict, or attempt to inflict ~~religious, racial or sexual~~ violence upon any pupil, teacher, administrator or other school personnel based on a person's Protected Class.
- D. The school will act to investigate all complaints, formal or informal, verbal or written, of ~~religious, racial or sexual harassment or violence~~harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.  
Sexual, Racial and Religious Harassment and Violence Defined



### III. DEFINITIONS

#### A. Protected Classifications; Definitions

1. “Disability” means, with respect to an individual who
  - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
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 or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or educational environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or education; or
3. otherwise adversely affects an individual's employment or educational opportunities.

### C. Sexual Harassment: Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
  - b. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. That conduct or communication has the purpose or effect of substantially ~~or unreasonably~~ interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include but is not limited to:
  - a. Unwelcome verbal harassment or abuse;
  - b. Unwelcome pressure for sexual activity;
  - c. Unwelcome, sexually motivated, or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
  - d. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. Unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

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~~A. Racial Harassment: Definition~~

- ~~1. Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:~~
  - ~~a. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~
  - ~~b. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or~~
  - ~~c. Otherwise adversely affects an individual's employment or academic opportunities.~~

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~~B. Religious Harassment: Definition~~

- ~~1. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:~~
  - ~~a. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;~~
  - ~~b. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or~~
  - ~~c. Otherwise adversely affects an individual's employment or academic opportunities.~~

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~~C-D. Sexual Violence: Definition~~

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts; or forcing a person to touch any person's intimate parts. Intimate parts, as defined in 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.

~~D. Racial Violence: Definition~~

~~E. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.~~

~~F. Religious Violence: Definition~~

~~G. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.~~

~~H.E.~~ Assault; Definition

1. Assault is:
  - a. An act done with intent to cause fear in another of immediate bodily harm or death;
  - b. The intentional infliction of or attempt to inflict bodily harm upon another; or
  - c. The threat to do bodily harm to another with present ability to carry out the threat.

F. Violence: Definition

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

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of ~~religious, racial or sexual~~ harassment or violence on the basis of Protected Class by a pupil, teacher, administrator, or other school personnel ~~of the school~~, or any person with knowledge or belief of conduct which may constitute ~~religious, racial or sexual~~ harassment or violence on the basis of Protected Class toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy.

~~A.B.~~ The school encourages the reporting party or complainant to use the report form available from the Dean of Students of each building or available from the school 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 ~~Chief Compliance Officer~~human rights officer or to the Principal.

C. In the School. The school board hereby designates the Chief ~~Compliance-Administrative Officer and Principal as the school's human rights officers or the Principal~~ to receive reports or complaints of discrimination, harassment, or violence prohibited by this policy. If the complaint involves the Chief ~~Compliance-Administrative~~ Officer or Principal, the complaint shall be filed directly with the Chairperson of the School Board.

~~B.D.~~ 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 a human rights officer immediately. School personnel who fail to inform a human

**Commented [JS3]:** Emily, is this appropriate or is there another position?

rights officer 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. The human rights officer 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.

~~C.E.~~ The school shall conspicuously post the name of the School Principal and Chief Administrative Officer including mailing addresses and telephone numbers.

~~D.F.~~ Submission of a good faith complaint or report of ~~religious, racial or sexual~~ harassment or violence will not affect the complainant or reporter's future employment, grades, ~~or~~ work assignments, or educational or work environment. False reports of violence or harassment against another person are prohibited.

G. Use of formal reporting forms is not mandatory.

~~E.H.~~ 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.

I. The school will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

J. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

K. 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 charter school's policies and procedures.

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

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

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

#### V. INVESTIGATION

A. By authority of the school, the ~~Charter School Chief Compliance Officer (CCO)~~ human rights officer, upon receipt of a report or complaint alleging discrimination, harassment or violence prohibited by this policy, shall within three (3) days of the receipt of a report or

~~complaint immediately~~ undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.

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 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 may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged ~~religious, racial or sexual~~ harassment or violence.

~~D.E.~~ The alleged perpetrator of the acts 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 human rights officer shall make a written report to the School Board upon completion of the investigation. 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 ACTION

A. Upon ~~receipt of a report~~ completion of an investigation that determines a violation of this policy has occurred, the school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable Minnesota and federal law and school policies.

~~B. The school 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. School officials will notify the victims and alleged perpetrators of harassment or violence, the parents or guardians of victims and of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law. The result of the school's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school in accordance with state and federal law regarding data or records privacy.~~

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

#### 4. REPRISAL

The school will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who asserts, alleges, or makes a good faith report of alleged ~~religious, racial or sexual~~ harassment or violence in violation of this policy or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, ~~or~~ harassment, or intentional disparate treatment.

#### 5. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

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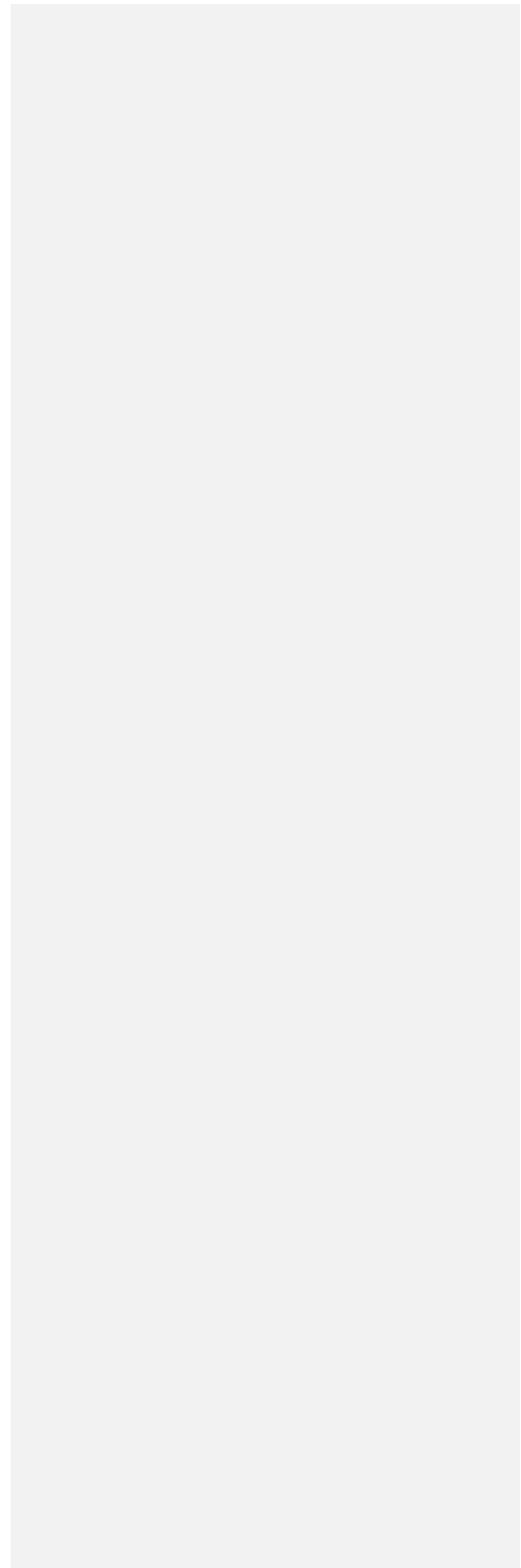
#### 5.6. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter 260E Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

#### 7. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school employee and independent contractor at the time of entering into the person's employment contract. initial employment with the school.
- C. This policy shall be summarized-included in the student handbook.
- D. The school will develop a method of discussing this policy with students and employees.
- E. This policy shall be reviewed at least annually for compliance with state and federal law.

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#### 4. Student Disability Nondiscrimination (MSBA #521)

Adopted by the ~~Best Academy, Inc.~~ Harvest Best Academy Board of Directors: As Amended October 26, 2013.

**Commented [JS4]:** Update with new amended date

##### I. PURPOSE

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

##### II. GENERAL STATEMENT OF POLICY

- A. ~~Disabled~~ Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. It is the responsibility of the school to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need special services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
  1. Has a physical or mental impairment that substantially limits one or more major life activities, ~~including learning~~; or
  2. Has a record of such impairment; or
  3. Is regarded as having such impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

##### III. COORDINATOR

Persons who have questions, comments, or complaints should contact \_\_\_\_\_, the Special Education Coordinator (SPED Coordinator) ~~at [office address and telephone number]; regarding grievances or hearing requests regarding disability issues.~~ This person is the school's ADA/Americans with Disabilities Act/Section 504 coordinator.

**Commented [JS5]:** Add name and contact information. It can be someone other than SPED Coordinator, but that is retained from original.

4. ~~5.~~ Title IX Sex Nondiscrimination Policy, Grievance Procedure And Process Student Sex Nondiscrimination (MSBA #522)

Adopted by the ~~Best Academy, Inc.~~ Harvest Best Academy Board of Directors: As Amended October 26, 2013.

I. PURPOSE

~~Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide a nondiscriminatory and safe environment for all persons and to comply with state and federal law. equal educational opportunity for all students and to prohibit discrimination on the basis of sex.~~

II. GENERAL STATEMENT OF POLICY

- A. The school ~~provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school on the basis of sex.~~
- ~~B. The school prohibits sexual harassment that occurs within its education programs and activities. When the school has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent. It is the responsibility of every school employee to comply with this policy.~~
- ~~C. This policy applies to sexual harassment that occurs within the school's education programs and activities and that is committed by a school employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school's education programs or activities. The school board hereby designates the charter school Chief Compliance Officer (CCO) as its Title IX coordinator. This employee coordinates the school's efforts to comply with and carry out its responsibilities under Title IX.~~

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B. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. The school's Title IX Coordinator is:

- i. Emily Peterson  
612-876-4077  
epeterson@thebestacademy.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

### III. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school's Title IX Coordinator or to any employee of the school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the school exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school education programs or activities that occur on or off of school property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment.

- 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school employee (conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties,

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changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school buildings or property, and other similar measures.

M. “Title IX Personnel” means any person who addresses, works on, or assists with the school’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the school that coordinates the school’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.
2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school employee, school official, or a third party designated by the school.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school employee, or a third party designated by the school.

The executive director of the school may delegate functions assigned to a specific school employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the executive director at any time. The school may also, in its discretion, appoint suitably qualified persons who are not school employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

#### IV. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

##### A. Equitable Treatment

The school shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

The school will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

The school will provide appropriate remedies to the complainant any time a respondent is found responsible.

#### B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

#### D. Confidentiality

The school will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, FERPA regulations, 34 C.F.R. part 99, Minnesota law under Minn. Stat. § 13.32, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

#### E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

#### F. Notice

The school will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

#### G. Consolidation

The school may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

#### H. Evidence

1. During the grievance process, the school will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school obtains the party's voluntary, written consent.

#### I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school employees are respondents.

#### J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school.
4. The school will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school.
5. Although the school strives to adhere to the timelines described above, in each case, the school may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

#### K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school may provide a complainant and disciplinary sanctions that the school might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the charter school buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the executive director of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with the Student Discipline Policy. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

#### V. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise



becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the school may report the alleged conduct to law enforcement authorities. The school encourages complainants to report criminal behavior to the police immediately.

#### VI. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

B. The school will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

## VII. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

### A. Emergency Removal of a Student

1. The school may remove a student-respondent from an education program or activity of the school on an emergency basis before a determination regarding responsibility is made if:
  - a. The school undertakes an individualized safety and risk analysis;
  - b. The school determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related charter school policies, including the Student Discipline Policy. The school must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

### B. Employee Administrative Leave

The school may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

## VIII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school at the school's discretion, but only after a formal complaint has been received by the school.

B. The school may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school employee sexually harassed a student.

D. The school will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

A-E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

#### IX. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
2. Did not occur in the school's education program or activity; or
3. Did not occur against a person in the United States.

B. The school may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
2. The respondent is no longer enrolled or employed by the charter school; or
3. Specific circumstances prevent the charter school from gathering sufficient evidence to reach a determination.

C. The school shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

A-D. Dismissal of a formal complaint or a portion thereof does not preclude the school from addressing the underlying conduct in any manner that the school deems appropriate.

#### Reporting Grievance Procedures

A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school personnel, or any person

~~with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school official designated by this policy or may file a grievance. The school encourages the reporting party or complainant to use the report form available from the charter school CCO or available from the school office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to the charter school CCO.~~

- ~~B. The charter school CCO is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school personnel who receive a report of unlawful sex discrimination toward a student shall inform the CCO immediately.~~
- ~~C. Upon receipt of a report or grievance, the CCO may request, but may not insist upon a written complaint. The CCO will forward a written statement of the alleged facts as soon as practicable to the Board Chair. If the report was given verbally, the CCO shall personally reduce it to written form within 24 hours and forward it to the Board Chair. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the CCO. If the complaint involves the CCO, the complaint shall be made or filed directly with the Board Chair by the reporting party or complainant.~~
- ~~D. The school board hereby designates the CCO as the school human rights officer to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves the CCO, the complaint shall be filed directly with the Board Chair.~~
- ~~E. The school shall conspicuously post the name of the Title IX coordinator and human rights officer, including office mailing addresses and telephone numbers.~~
- ~~F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.~~
- ~~G. Use of formal reporting forms is not mandatory.~~
- ~~H. The school will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.~~

#### X. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the school, the school will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- A-F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.
  - A. By authority of the school, the CCO, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.
  - 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 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 may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.~~
- ~~E. The investigation will be completed as soon as practicable. The CCO shall make a written report to the Board Chair upon completion of the investigation. If the complaint involves the CCO, the report may be filed directly with the school board chairperson. 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.~~

#### XI. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school has sent the investigative report to both parties and before the school has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
1. Identification of the allegations potentially constituting sexual harassment;
  2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  3. Findings of fact supporting the determination;
  4. Conclusions regarding the application of the school's code of conduct to the facts;
  5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school imposes on the respondent, and whether remedies designed to restore or preserve

equal access to the recipient's education program or activity will be provided by the charter school to the complainant; and

6. The school's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker 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 incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## XII. APPEALS

A. The school shall offer the parties an opportunity to appeal a determination regarding responsibility or the school's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school, the school will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

A-E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

School Action

- A. ~~Upon conclusion of the investigation and receipt of a report, the school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School action taken for violation of this policy will be consistent with requirements of Minnesota and federal law and school policies.~~
- B. ~~The result of the school's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school in accordance with state and federal law regarding data or records privacy.~~

### Reprisal

~~The school will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

### Right To Alternative Complaint Procedures

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

## XIII. RETALIATION PROHIBITED

- A. Neither the school nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.



B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

#### XIV. TRAINING

A. The school shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;
2. The scope of the school's education program or activity;
3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

A-B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

B-C. Materials used to train Title IX Personnel must be posted on the school's website. If the school does not have a website, it must make the training materials available for public inspection upon request.

#### XV. DISSEMINATION OF POLICY AND EVALUATION

A. This policy shall be made available to all students, parents/guardians of students, ~~staff members~~ school employees, and employee unions and organizations.

B. The school shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
2. Notice that the school does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school will respond.
- ~~2.4. The school shall review this policy and the school's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.~~

#### XVI. RECORDKEEPING

- A. The school must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school must document:
  1. The basis for the school's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school has taken that are designed to restore or preserve equal access to the school's education program or activity; and
  3. If the school does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school must also maintain for a period of seven calendar years records of:
  1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and

| [4. All materials used to train Title IX Personnel.](#)



## 10. Equal Educational Opportunity (MSBA #102)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors:

### 1. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school.

### 11. GENERAL STATEMENT OF POLICY

- A. It is the school's policy to provide equal educational opportunity for all students. The school does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school also makes reasonable accommodations for ~~disabled students~~students with disabilities.
- B. The school prohibits the harassment and discrimination of any individual for any of the protected categories listed above. For information about the types of conduct that constitute violation of the school's policy on harassment and violence and the school's procedures for addressing such complaints, refer to the school's policy on harassment and violence.
- C. The school prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school's corresponding procedures for addressing disability discrimination complaints, refer to the school's policy on student disability nondiscrimination.
- ~~B.D.~~ The school prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and the school's procedures for addressing sexual harassment and discrimination, refer to the school's policy on Title IX sex nondiscrimination.
- ~~C.E.~~ This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- ~~D.F.~~ It is the responsibility of every school employee to comply with this policy conscientiously.

E.G. Any student, parent or guardian having any questions regarding this policy should discuss it with the Chief ~~Compliance~~Administrative Officer.

## 11. Equal Employment Opportunity (MSBA #401)

Adopted by the ~~Best Academy, Inc.~~ Harvest Best Academy Board of Directors:

### 1. PURPOSE

The ~~purpose~~ purpose of this ~~Best Academy, Inc.~~ policy is to provide equal employment opportunity for all applicants for school employment and school employees.

### 11. GENERAL STATEMENT OF POLICY

- A. It is the school's policy to provide equal employment opportunity for all applicants and employees. The school does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, and family care leave status or veteran status. The school also makes reasonable accommodations for disabled employees.
- B. The school prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school's internal procedures for addressing complaints of harassment, please refer to the school's policy on harassment and violence.
- C. ~~e-~~ This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. It is the responsibility of every school employee to follow this policy.
- E. Any person having any questions regarding this policy should discuss it with the Chief ~~Compliance~~ Administrative Officer.

12. Disability Nondiscrimination Policy (MSAB # 402)

Adopted by the ~~Best Academy, Inc.~~ Harvest Best Academy Board of Directors:

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

**Commented [JS8]:** Emily, is this the appropriate contact? Also list the name, title, office address, telephone number and email address)

### 13. Public and Private Personnel Data (MSBA #406)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013.

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

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

#### III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- ~~B.~~ "Private" means the data is not public and is only available to the subject of the data, as limited by state or federal law, school staff whose work assignments reasonably require access; entities and agencies who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject. ~~who need it to conduct the business of the school.~~
- ~~C.~~B. "Confidential" means the data is not public and is not available to the subject.
- ~~D.~~C. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- ~~E.~~D. "Personnel data" means data on individuals collected and maintained because they are or were employees, ~~of the school~~, applicants for employment, volunteers ~~for the school, or or independent contractors for the school, members of or applicants for an advisory board or commission.~~ Personnel data include data submitted to the school by an employee as part of an organized self-evaluation effort by the school to request suggestions from all employees on ways to cut costs, make the school more efficient, or to improve school operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.



~~F.E.~~ "Finalist" means an individual who is selected to be interviewed by the school board for a position.

~~G.F.~~ "Protected health information" means individually identifiable health information as defined by federal law, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by federal law, transmitted in electronic form by a school acting as a healthcare provider. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act/ FERPA and employment records held by a school in its role as employer.

#### IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school, is public:

- name;
- employee identification number, which may not be the employee's Social Security number;
- actual gross salary;
- salary range;
- terms and conditions of employment relationship;
- contract fees;
- actual gross pension;
- the value and nature of employer-paid fringe benefits;
- the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
- job title;
- bargaining unit;
- job description;
- education and training background;
- previous work experience;
- date of first and last employment;
- the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

- the final disposition of any disciplinary action, as defined in Minnesota Statutes section 13.43, subdivision. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school;
- the complete terms of any agreement settling any dispute arising out of the employment relationship, including executive director buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
- work location;
- work telephone number;
- badge number;
- work-related continuing education;
- honors and awards received; and
- payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current or former applicants for employment ~~or to an advisory board/ commission~~ by the school is public:

- Veteran status;
- Relevant test scores;
- Rank on eligible list;
- Job history;
- Education and training; and
- Work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when ~~they become~~ the School Board considers them to be finalists for ~~an employment position~~ public employment.

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

- name;
- city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
- education and training;
- employment history;
- volunteer work;
- awards and honors;
- prior government service;
- any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes section 15.0597; and
- veteran status.

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

- residential address;
- either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- first and last dates of service on the public body;
- the existence and status of any complaints or charges against an appointee; and
- upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

~~D. Names and home addresses of applicants for appointment to and members of an advisory board/commission are public.~~

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

the data would jeopardize an active investigation or reveal confidential sources.  
Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending;  
or
2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

#### V. PRIVATE PERSONNEL DATA

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

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

Dissemination of personnel data to a labor organization pursuant to Minn. Stat. § 13.43, Subd. 6, shall not subject the school to liability under Minn. Stat. § 13.08.

Personnel data described under Minn. Stat. § 179A.07, Subd. 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- ~~F-G.~~ The school may display a photograph of a current or former employee to prospective witnesses as part of the school's investigation of any complaint or charge against the employee.
- G. ~~The school may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:~~
- ~~1.~~ The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - ~~1-2.~~ A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
  - ~~2-3.~~ A court, law enforcement agency or prosecuting authority.
- H. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I. ~~1-~~A complainant has access to a statement provided by the complainant to the school in connection with a complaint or charge against an employee.
- J. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school determines that the employee's access to that data would:
1. Threaten the personal safety of the complainant or a witness; or
  2. Subject the complainant or witness to harassment.

**Commented [JS9]:** Formatting issue. This paragraph should become "H" and so forth.

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

The school ~~shall make~~must ~~any~~ report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, board of teaching or the state Board of Directors as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~the license, provide the licensing board with

information about the teacher or administrator from the school 's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.

- K. Private personnel data shall be disclosed to the Minnesota Department of Employment and Economic Development ~~department of economic security~~ for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- L. When a report of alleged maltreatment of a student in a school is made to the Commissioner of the Minnesota Department of Education (“MDE”) under Minn. Stat. Ch. 260E, Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- M. The school shall release to a requesting school or school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
1. an investigation conducted by or on behalf of the school or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
  2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school or school requesting the data after the employee applies for employment with that school or school and the data remain classified as provided in Minn. Stat. Ch. 13.

Data that are released under this paragraph must not include data on the student.

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

~~organized selfevaluation effort by the school to cut costs, make the school more efficient, or to improve school operations is private.~~

N.

O. Protected Health information on employees is private unless otherwise provided by law. ~~To the extent that the school transmits protected health information, the school will comply with all privacy requirements.~~

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

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

N-R. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minn. Stat. § 122A.40, Subd. 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minn. Stat. § 260E.21, Subd. 4 or 35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school must disseminate to another school private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school seeks the information because the subject of the data has applied for employment with the requesting school.

#### 6.8. MULTIPLE CLASSIFICATIONS

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

**Commented [JS10]:** Formatting got off. This could be "VI." Attempting to address in track changes creates further formatting issues.

#### 7.9. CHANGE IN CLASSIFICATIONS

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

**Commented [JS11]:** VII.

#### 8.10. RESPONSIBLE AUTHORITY

The school has designated the Human Resources Director as the authority responsible for personnel data.

**Commented [JS12]:** VIII

**Commented [LTK13]:** Name and contact information should be included

#### 9.11. EMPLOYEE AUTHORIZATION/RELEASE FORM

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

**Commented [JS14]:** IX



FORM: EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION

TO: Harvest Best Academy  
1300 Olson Memorial Highway  
Minneapolis, MN 55411

RE: Personnel Records of \_\_\_\_\_ [full name]:  
Date of Birth: \_\_\_\_\_

This is your full and sufficient authorization, pursuant to Minn. Stat. 13.05, Subd. 4, and Minn. Rules 1205.1400, Subp. 4, to release to Best Academy, I, its representatives, agents, or employees, private personnel data concerning my employment at the school. all information pertaining to [describe/maintained by the employer school, with] The specific data I want to release includes [specify data]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the following exceptions: \_\_\_\_\_

The information is needed for the purpose of [specify]  
\_\_\_\_\_  
\_\_\_\_\_

This authorization specifically includes records prepared prior to the date of this authorization and records prepared after the date of this authorization, such records to be used only for the

purpose specified. I do not authorize re-release of this information by the third party. I understand that although the data are classified as private at the school, classification/treatment of the data at the entity it is released to depends on laws or policies that apply to that entity.

I understand that I may revoke this consent in writing at any time. Upon the fulfillment of the above-stated purpose, this consent will automatically expire without my express revocation. A photocopy of this authorization will be treated in the same manner as an original.

Dated: \_\_\_\_\_  
Signature of Employee

~~ATTENTION PUBLIC FACILITIES: Minn. Stat. 13.05 requires automatic expiration of this authorization one (1) year from the date of authorization.~~

## 15. Family and Medical Leave Policy (MSBA #410)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013.

### I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school employees in accordance with the Family and Medical Leave Act (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, 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 United States Code section 101(a)(13)(B).

#### B. “Covered servicemember” means:

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

#### C. “Eligible employee” means an employee who has been employed by the charter school for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and

Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the charter school's intention to rehire the employee after the break in service.

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

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

#### IV. LEAVE ENTITLEMENT

##### **A. Twelve-week Leave**

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: ~~Regular full-time and part-time employees who have been employed by the school for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave 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 the 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; ~~and/or~~
  - 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 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 uses any leave.
- ~~2.3. 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. In the context of a member of the Armed Forces, National Guard, or Reserves, a "serious injury or illness" means one that was incurred by the member in the line of duty on active duty in the Armed Forces or that was previously existing and was aggravated by service in the line of duty on active duty and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. In the case of a covered veteran who was a member of the Armed Forces, 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, a "serious injury or illness" means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
- a. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - b. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

c. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

a-d.an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

~~3-6.~~ Eligible spouses employed by the school are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth 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 does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee's own serious health condition, or other qualifying reason under this policy.

~~4-7.~~ Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school 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 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.

~~5-8.~~ 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 has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school's expense. If the opinions of the first and second health care providers differ, the school may require certification from a third health care provider at the school'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.

~~6-10.~~ If an employee requests a leave related to the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to active duty in the Armed Forces, the school may require the employee to submit 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. Additionally, the school may require the

[employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.](#)

~~7-11.~~ Requests for leave shall be made to the school. Employees must give 30 days' written notice of a leave of absence where practicable. 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, subject to and in coordination with the health care provider.

~~8-12.~~ During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period), the school 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.

~~9-13.~~ The school 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. It shall be the responsibility of the charter school director 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 shall comply with written notice requirements as set forth in federal regulations.

**Commented [LK15]:** Add the title of whoever will be responsible for this

~~10-14.~~ Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period) 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.

~~11-15.~~ An employee who does not return to work after leave may, in some situations, be required to reimburse the school for the cost of the health plan premiums paid by it.

## B. Twelve-Week Leave Under State Law

1. An employee who does not qualify for parenting leave under the provisions above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions under state law. The length of the leave shall be determined by the employee but must not exceed 12 weeks. 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 school so that the total leave does not exceed 12 weeks or the leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee and the employee must give the school 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 charter school 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 may 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.
- 4-7. The provisions of Paragraphs IV.A.7., IV.A.11., and IV.A.12 through IV.A.14, above shall apply to leaves under this section.

~~The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.~~

~~The requirements stated in the contract agreement between employees in a certified collective bargaining unit and the school regarding family and medical leaves (if any) shall be followed.~~

#### B. Six-week Leave

~~An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school 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. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.~~

### V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose ~~principle~~principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work-days in the leave period may be required to:
  1. Take leave for the entire period or periods of the planned medical treatment; or
  2. Move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school may require that the leave be continued until the end of the semester.
  2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school 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 instructional 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 may require the employee to continue taking leave until the end of the semester.
4. ~~If the school requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the charter school to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave. The entire period of leave taken under the special rules will be counted as leave. The school will continue to fulfill the school'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 Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act 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 contract agreement between employees in a certified collective bargaining unit and the school regarding family and medical leaves (if any) shall be followed.

#### VII. DISSEMINATION OF POLICY

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

## 16. Chemical Use and Abuse (MSBA #417)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013

Commented [JS16]: Updated date

### I. PURPOSE

The ~~Best Academy, Inc.~~Harvest Best Academy 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 in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

### II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol ~~is prohibited before, during, or after school hours, at school or any other school location, is prohibited in the school setting~~ in accordance with school policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. ~~It is the policy of this school to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency. The school shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.~~
- C. ~~The school 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. Every charter school that participates in a charter school chemical abuse program 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. ~~It will be the responsibility of the Chief AdministrativeCompliance Officer (CCO) in consultation with the Chief Executive Officer CEO, with the advice of the school board, to establish a school and community advisory team to address chemical abuse problems in the school.~~
- E.D. ~~The school 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~~ a drug-free awareness program for its employees.

### 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.~~ "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "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 United States Code section 812, including analogues and look-alike drugs." "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school's Drug-Free Workplace/Drug-Free School policy.

B. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

C. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including executive directors, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

~~C-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; or during any period of time such employee is supervising students on behalf of the school or otherwise engaged in school business.

#### IV. STUDENTS

##### A. School Discipline Policy

1. Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the school student discipline policy.

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##### B. Programs and Activities

1. The school shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that

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may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

1-2. As part of its drug-free programs, the school may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

#### A. Instruction

- ~~1. The school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.~~
- ~~2. The school shall have age appropriate and developmentally based activities that:
 
  - ~~Address the consequences of violence and the illegal use of drugs, as appropriate;~~
  - ~~Promote a sense of individual responsibility;~~
  - ~~Teach students that most people do not illegally use drugs;~~
  - ~~Teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~ ■ ~~Teach students about the dangers of emerging drugs;~~
  - ~~Engage students in the learning process; and~~
  - ~~Incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~~~
- ~~3. The 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. The school shall disseminate drug and violence prevention information within the school and to the community.~~
- ~~5. The 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. The school shall have drug and violence prevention activities that may include the following:~~

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**Commented [LK17]:** It is not necessary to include this section in the School Board policy

- ~~Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~
- ~~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.~~
- ~~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.~~
- ~~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.~~
- ~~Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

A.C. Reports of ~~Chemical Use, Possession, or~~ Abuse Transfer of Alcohol or a Controlled Substance

1. In the event that a school employee knows or has reason to believe that a student is ~~abusing~~using, possessing, transferring, distributing or selling ~~chemicals~~alcohol or a controlled substance in a school location, the school employee shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.
  - a. ~~The employee shall immediately either take the student to CEO, CCO or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~
  - b. ~~The CCO 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 CCO will notify law enforcement officials, the student's counselor, and the chemical pre-assessment team.~~
  - d. ~~The CCO 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 officials shall be in accordance with school board policies regarding search and seizure.~~
  - e. ~~The school 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 employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:~~

~~3. The employee shall notify the CCO or a member of the pre-assessment team and shall describe the basis for the suspicion. The CCO 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.~~

~~4. 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.~~

~~5.2. Students involved in the use abuse, possession, transfer, distribution, or sale of alcohol or controlled substances ~~chemicals~~ may ~~shall~~ be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. 5121A.40-121A.56, and proposed for expulsion.~~

~~3. Searches by school officials in connection with the use abuse, possession, transfer, distribution or sale of ~~chemicals~~ alcohol or controlled substances will be conducted in accordance with school board policies related to search and seizure.~~

~~6.4. Nothing in this section prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.~~

#### ~~B.D.~~ Preassessment Team

~~1. The Every school shall have a chemical abuse pre-assessment team designated by the Chief Executive Officer ~~EO~~ or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~

~~2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.~~

~~3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.~~

#### ~~C.E.~~ Data Practices

**Commented [LK18]:** This level of detail is not required in the policy and could limit the school's ability to address the particular circumstances surrounding an incident



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 six (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 six (6) months after the student is no longer enrolled in the school.
  - c. ~~Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records). This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. [§ 138.163](#).~~

#### ~~D.F.~~ Consent

1. 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~~

- ~~The CCCO or CEO, 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 preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~
- ~~The advisory team shall:
 
  - ~~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~~
  - ~~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.~~~~

**Commented [LK19]:** This is not required to be included in the policy/seems repetitive to other paragraphs in this policy

## V. EMPLOYEES

- A. The ~~Chief of Administrationschool~~ 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's ~~'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~~.
  - 3.4. ~~The penalties that may be imposed on employees for drug abuse violations.~~
- B. The ~~charter school~~ ~~Chief of Administrationschool~~ shall notify any federal granting agency that is required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from an employee or otherwise receiving actual notice~~ of any ~~criminal drug statute~~ 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 Chief of Administrationschool.~~

## 17. Drug Free Workplace/Drug Free School (MSBA #418)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013.

### I. PURPOSE

The purpose of this ~~Best Academy, Inc.~~ policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

### II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, 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. It shall be a violation of this policy for any student, teacher, administrator, other school personnel, or member of the public to use alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

~~B.C.~~ An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minn. Stat. § 120A.05, subd. 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the charter school owns, leases, rents, contracts for, or controls.

~~C.D.~~ The Chief Compliance Administrative Officer (CACO) shall be responsible for enforcement of this policy and the school 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~~ containing more than one-half of one percent alcohol by volume.

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. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

~~E.~~ “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health (“Commissioner”).

~~F.~~ “Toxic substances” includes glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; butane or a butane lighter; or any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

G. “Use” includes selling, buying, manufacturing, distributing, dispensing, possessing, using, or being under the influence of, or consuming in any manner, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means, alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

~~H.~~ “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

~~I.~~ “Possess” means to have on one's person, in one's effects, or in an area subject to one's control.

~~J.~~ “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; or during any period of time such employee is supervising students on behalf of the school or otherwise engaged in school business.

#### IV. EXCEPTIONS

A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating

[cannabinoids, or edible cannabinoid products](#), 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. It shall not be a violation of this policy for a person to possess 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).

~~B.C.~~ [It shall not be a violation of this policy when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.](#)

## V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, [except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products](#), must comply with the school 's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, [except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products](#) 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's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, [intoxicating cannabinoids, or edible cannabinoid products](#) in a school location except with the express permission of the CAEO.

~~E.F.~~ [No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes \(1\) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and \(2\) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.](#)

~~F.G.~~ Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minn. Stat. § 120B.215, subd. 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minn. Stat. §§ 120B.10 and 120B.11.

A-C. Notwithstanding any law to the contrary, the school shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The school must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## VII. ENFORCEMENT

### A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

~~1.2.~~ A student who violates the terms of this policy shall be subject to discipline in accordance with the school's discipline policy. Such discipline may include suspension or expulsion from school.

~~2.3.~~ The student Students may be referred to a drug or alcohol assistance or rehabilitation program, school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service.

[which may be provided by school based mental health services providers;](#) 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 federal grant is performed, no later than five (5) calendar days after such conviction. [Conviction means a finding of guilt \(including a plea of nolo contendere\) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.](#)
2. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, 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. 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 non-renewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school policies.

#### C. The Public

1. 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.

18. Tobacco—Free Environment; Possession and Use of Tobacco, Tobacco-related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction (MSBA #419)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013

I. PURPOSE

The purpose of this policy is to maintain learning and working environments that are tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. It shall be a violation of this policy for any student, teacher, administrator, ~~and~~ other school personnel, ~~of the school~~ or person to use tobacco or tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school 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 property and all off-campus events sponsored by the school.
- B. It shall be a violation of this policy for any elementary school, middle school, or secondary school student to possess any type of tobacco or tobacco-related device, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school 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 property and all off-campus events sponsored by the school.
- C. The ~~Chief Compliance Administrative Officer (CACO)~~school 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.
- ~~C.D.~~ The school will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS Tobacco and Tobacco-Related Devices Defined

- A. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or



accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Tobacco-related devices" means cigarette papers or pipes for smoking, or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

C. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device. ~~includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.~~

D. "Vaping" means using an activated electronic delivery device or heated tobacco product.

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

~~C-F.~~ "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

#### IV. EXCEPTION

A. It shall not be a violation of this policy for a Native American adult to light tobacco on school property as a part of a traditional Native American spiritual or cultural ceremony. A Native American student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. A Native American is a person who is a member of an Indian tribe as defined under Minnesota law.

~~A.B.~~ It shall not be a violation of this policy when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school.

#### V. VAPING PREVENTION INSTRUCTION

A. The school must provide vaping prevention instruction at least once to students in grades 6 through 8.

~~A.B.~~ The school may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school's locally developed health standards.

#### VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school discipline procedures.
- C. School administrators and other school personnel who violate this tobacco-free policy shall be subject to school discipline procedures.
- D. School action taken for violation of this policy will be consistent with requirements of Minnesota or federal law, and school policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school 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.

~~F.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.

#### VII. DISSEMINATION OF POLICY

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

## 20. School Weapons Policy (MSBA #501)

Adopted by the ~~Best Academy, Inc.~~ Best Academy Board of Directors: As Amended October 26, 2013.

### I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

### II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

### III. DEFINITIONS

#### A. "Weapon"

1. 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; nunchucks; 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.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- #### B. "School Location"
- includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school -contracted vehicles, the area of entrance or departure from school premises or events, all locations where school related functions are conducted, and anywhere students are under the jurisdiction of the school.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

~~C.D.~~ "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### IV. EXCEPTIONS

A. 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 ~~Chief Compliance Administrative Officer (CAAO)~~'s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the ~~CAAO~~'s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

**Commented [JS20]:** Would you prefer principal's office?

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

**Commented [JS21]:** Same comment as above

~~1.~~ Active licensed peace officers;

~~2.~~ military-Military personnel, or students or non-students participating in military training, who are on duty performing official duties;

~~3.~~ Persons authorized to carry a pistol under Minn. Stat. § 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

~~4.~~ Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715, or other firearms in accordance with Minn. Stat. § 97B.045;

a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms that are carried or possessed as curiosities or for their historical significance or value."

b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.

~~4.5.~~ Firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;

~~5.6.~~ Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

~~6.7.~~ A gun or knife show held on school property;

~~7.8.~~ Possession of dangerous weapons, BB guns, or replica firearms with written permission of the CAEO or other person having general control and supervision of the school or the director of a child care center; or

~~8.9.~~ Persons who are on unimproved property owned or leased by a child care center, school or school unless the person knows that a student is currently present on the land for a school -related activity.

#### C. Policy Application to Instructional Equipment/Tools

1. While the school ~~takes a firm "Zero Tolerance" position on~~prohibits the possession, use or distribution of weapons by students, and ~~a similar position with regard to~~ nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

#### D. Firearms in School Parking Lots and Parking Facilities

1. The school may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" ~~carry~~ or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat. § 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

### V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

A. The school ~~does not allow the possession, use, or distribution of weapons by students. takes a position of "Zero Tolerance" in regard to the possession, use or distribution of weapons by students~~consequently, ~~T~~the minimum consequence for students possessing, using or distributing weapons shall include:

1. Immediate out-of-school suspension;
2. Confiscation of the weapon;
3. Immediate notification of police;

4. Parent or guardian notification; and
5. Recommendation to the CAEO of dismissal for a period of time not to exceed one year.

B. 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.

B.C. The appropriate school official shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

C.D. Administrative Discretion

1. While the school ~~takes a "Zero Tolerance" position on~~prohibits the possession, use or distribution of weapons by students, the CAEO may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NON-STUDENTS

### A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including non-renewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

### B. Other Non-students

1. Any member of the public who violates this policy shall be ~~informed~~informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school, that school may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

The school must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minn. Stat. § 121A.06.



21. Search of Student Lockers Desks Personal Possessions and Student's Person (MSBA # 502)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school. At no time does the school relinquish its exclusive control of lockers provided for the convenience of students. School officials for any reason may conduct inspection of the interior of lockers at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school. At no time does the school relinquish its exclusive control of desks provided for the convenience of students. School officials for any reason may conduct inspection of the interior of desks at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. Use of Lockers and Desks for Contraband

It shall be a violation of this policy for students to use lockers and desks for unauthorized purposes or to store contraband. It shall be a violation for students to carry contraband on their person or in their personal possessions.

III. DEFINITIONS

- A. "Contraband" means any unauthorized item possession of which is prohibited by school policy and/or law. It includes but is not limited to weapons and "lookalikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school, and stolen property.
- B. "Personal possessions" includes but is not limited to purses, backpacks, book bags, packages, and clothing.
- C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, and/or the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

#### IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.

G. ~~This policy must be disseminated to parents and students in the way that other policies of general application to students are disseminated. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.~~ The school shall provide a copy of this policy to a student when the student is given use of a locker.

#### V. DIRECTIVES AND GUIDELINES

The Chief ~~Compliance-Administrative~~ Officer may establish reasonable directives and guidelines which address specific needs of the school, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

#### VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

#### VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

## 22. Student Discipline (MSBA #506)

Adopted by the ~~Best Academy, Inc.~~Harvest Best Academy Board of Directors: As Amended October 26, 2013

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

### III. DEFINITIONS

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

### IV. POLICY

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

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

#### V. AREAS OF RESPONSIBILITY

##### A. The School Board.

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

##### B. The Chief Executive Officer (CEO)CEO.

The CEO shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy.

##### C. The Principal.

The school Principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another. shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

##### C. Chief of Administration and Dean of Students.

~~The COA is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The COA and Dean of Students shall give direction and support to all school personnel performing their duties within the framework of this policy. School administrators shall consult with parents of students conducting themselves in a manner contrary to the policy. The COA and Dean of Students shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. The Dean of Students, in exercising his or her lawful~~

**Commented [LK22]:** These do not appear to be active positions at the school. Paragraph C could be changed to the Chief Administrative Officer if that is who should be responsible rather than the principal

~~authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.~~

D. Teachers.

All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

E. Other School Personnel.

All school personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the ~~director~~CEO. A school employee, school bus driver, or other agent of a school, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

F. Parents or Legal Guardians.

Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students.

All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members.

Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports.

1. The school must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minn. Stat. § 125A.0941, paragraph (c), as outlined in section 125A.0942, subd. 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minn. Stat. § 125A.0941, paragraph (c).

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

## VI. STUDENT RIGHTS

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

## VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

## VIII. CODE OF STUDENT CONDUCT



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

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Hazing;
5. Violation of the school's Attendance Policy and/or aAttendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Opposition to authority using physical force or violence;
7. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school's policy related to tobacco;
8. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
9. Using, possessing, distributing intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician);

10. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
11. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
12. Violation of the school Weapons Policy;
13. Violation of the school's Violence Prevention Policy;
14. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
15. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
16. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
17. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
18. Violation of any local, state, or federal law as appropriate;
19. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
- ~~20. Use of a cell phone or other electronic device in violation of the charter school's Internet Acceptable Use and Safety Policy; Possession of nuisance devices or objects that cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~
20. Violation of the school's Internet Acceptable Use and Safety Policy;
21. Violation of school bus or transportation rules or the school bus safety policy;
22. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
23. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
24. Possession or distribution of slanderous, libelous or pornographic materials;
- 24-25. Violation of the school's Bullying Prohibition Policy;
- 25-26. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or

activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

~~26-27.~~ Criminal activity;

~~27-28.~~ Falsification of any records, documents, notes or signatures;

~~28-29.~~ Tampering with, changing, or altering records or documents of the school by any method including, but not limited to, computer access or other electronic means;

~~29-30.~~ Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of ~~picture cell~~ phones or other technology to accomplish this end;

~~30-31.~~ Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, toward teachers or other school personnel;

~~31-32.~~ ~~Sexual and/or racial abuse and/or harassment~~ Violation of the school's Harassment and Violence Policy;

~~32-33.~~ Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school personnel, or other persons;

~~33-34.~~ Committing an act that inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

~~34-35.~~ Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

~~35-36.~~ Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people or threatens school property;

~~36-37.~~ Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

~~37-38.~~ Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

~~38-39.~~ Violation of school rules, regulations, policies, or procedures;

~~39-40.~~ Other acts, as determined by the school-, which are disruptive of the educational process or dangerous or detrimental to the student or other students,

school personnel, or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school or the safety or welfare of students or employees.

#### IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;
2. the student's parent or guardian specifically consents to the use of recess detention;  
or
3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school must not withhold recess from a student based on incomplete schoolwork.

E. The school must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

A-G. The school must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a school's existing responsibilities under Minn. Stat. § 124D.111 or other state or federal law.

#### X. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school. At a minimum, violation of school rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's

misconduct, as determined by the school. Disciplinary action may include, but is not limited to, one or more of the following:

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

#### XI. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's

conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, ~~Dean of Students~~ Chief Administrative Officer, Principal, or other school employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy. Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
  2. Willful conduct that endangers surrounding persons, including school employees, the student or other students, or the property of the school;
  3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
  4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.
- B. Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- C. A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.
- D. If a student is removed from class more than ten (10) times in a school year, the school shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

E. Procedures for Removal of a Student From a Class.

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

F. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed;
2. Designation of how student is to get to designated destination;
3. Whether student must be accompanied;
4. Statement of what student is to do when and while removed;

5. Designation of who has control over and responsibility for student after removal from class.

G. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Specification of procedures:

2. Actions or approvals required such as notes, conferences, readmission plans.

H. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions.

1. Specification of Procedures:

2. Actions or approvals required, such as notes, conferences, readmission plans.

I. Students with a Disability - Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment;

2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and

3. Any procedures determined appropriate for referring students in need of special education services to those services.

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

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;

2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.29.

~~D-K.~~ Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

**Commented [LTK23]:** Procedures for these sections must be developed and included in this policy

## XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class. The school shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding that may result in suspension, exclusion or expulsion.

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

The use of exclusionary practices for early learners as defined in Minn. Stat. § 121A.425 is prohibited. Exclusionary practices cannot be used to address attendance and truancy issues.

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

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

C. Prohibited Disciplinary Dismissals

1. Students enrolled in the following are not subject to dismissals under the Pupil Fair Dismissal Act:
  - i. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
  - ii. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minn. Stat., chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the Principal with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period. ~~This definition does not apply to dismissal for one (1) school day or less, except as may be provided in federal law for a student with a disability.~~



2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

2.3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian prior to subsequently removing the student from school and with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services, including whether the parent or guardian should have the student assessed or diagnosed by a mental health professional to determine if the student needs treatment for a mental health disorder.

3.4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one school day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. In the case of a student with a disability who has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and the suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, the student's individual education plan (IEP) team shall meet immediately as soon as possible, but not more than ten (10) school days after the after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed, date on which the decision to

~~remove the student from the student's current education placement is made. The individual education plan IEP team, including at least one of the child's teachers, shall meet and, at the meeting, conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action, and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP, and determine the appropriateness of the child's education plan.~~

~~5. The requirements of the individual education plan team meeting apply when: (1) the parent requests a meeting; (2) the student is removed from the student's current placement for five (5) or more consecutive days; or (3) the student's total days of removal from the student's placement during the school year exceed ten (10) cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative conference shall be conducted for each period of suspension.~~

~~5.~~

6. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another school or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B .02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After the school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

- i. strongly encourage a parent or guardian of the student to attend school with the student for one day;

ii. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

iii. petition the juvenile court that the student is in need of services under Minn. Stat., chapter 260C.

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~~8-9.~~A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

~~9-10.~~ The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

~~10-11.~~ In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

~~11-12.~~ Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

#### E. Expulsion and Exclusion Procedures

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

copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe the nonexclusionary disciplinary practices alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and posted on its website.

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

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school shall report through the MDE electronic reporting system each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school.

### XIII. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~must~~ include measures to improve the student's behavior which may include completing a character education program consistent with

Minn. Stat. § 120B.232, subd. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions, and requireThe plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

#### XV. STUDENT DISCIPLINE RECORDS

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

#### XVI. ~~DISABLED~~STUDENTS WITH DISABILITIES

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

~~Where a student is dismissed for five (5) or more consecutive days, or has accumulated more than ten (10) days of dismissal over the course of the school year, the school will convene a meeting to determine whether the student's educational program is appropriate and whether the behavior subject to discipline is a manifestation of the student's disability. Such a meeting must be held within ten (10) days of the school's decision to remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student. Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or~~

had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. -If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school will proceed with discipline — up to and including expulsion — as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, ~~the team will confer on the appropriate discipline (excluding exclusion or expulsion) and take steps to alter the student's educational program, as necessary.~~ the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior. ~~Regardless of whether the behavior is a manifestation of the student's disability, if the team determines that the student's educational program is either not appropriate or not being properly implemented, the team will take steps to alter the program and will take any program alterations into account in determining appropriate discipline.~~

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

#### XVII. OPEN ENROLLED STUDENTS

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

#### XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minn. Stat § 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minn. Stat. §§ 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
- ~~4.6.~~ prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

#### XIX. DISTRIBUTION OF POLICY

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

#### XX. REVIEW OF POLICY

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



### 23. Bullying Prohibition Policy (MSMA 514)

Adopted by Best Academy Board of Directors: September 22, 2011 and Amended October 26, 2013

#### I. REVIEW OF POLICY

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

#### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on Best Academy school property or at school-related functions and activities, or on school transportation. Bullying by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists is prohibited. Additionally, bullying by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment is also prohibited.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school property and/or with or without the use of school resources. This policy also applies to sexual exploitation.

~~C.D.~~ Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minn. Stat., chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel. Malicious and sadistic conduct and sexual exploitation by a school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described above is prohibited.

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~~D.E.~~ No teacher, administrator, volunteer, contractor, or other employee of ~~Best Academy~~the school shall permit, condone, or tolerate bullying.

~~E.F.~~ Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

~~G.~~ Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

~~F.H.~~ False accusations or reports of bullying against another student are prohibited.

~~G.I.~~ A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with ~~Best Academy~~the school's policies and procedures. The school may take into account the following factors:

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

~~Best Academy Board of Education Policy~~ Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion.

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

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

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

### III. DEFINITIONS

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

~~A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. Bullying includes, but is not limited to, conduct by a student against another student that a reasonable person under the circumstances knows or should know has the effect of:~~

~~A.~~

- ~~1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or harming a student;~~
- ~~2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges, damaging a student's property;~~

~~B. The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.~~

~~C. placing a student in reasonable fear of harm to his or her person or property; or~~

~~D. creating a hostile educational environment for a student.~~

~~B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.~~

~~C. "Immediately" means as soon as possible but in no event longer than 24 hours.~~

~~D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that:~~

- ~~1. causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;~~
- ~~2. violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student under Minnesota common law; or~~

~~E.3. is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota~~

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Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "Malicious and sadistic conduct" means actions that intend to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty that creates a hostile learning environment.

F. "On school property, ~~or~~ at school-related functions, or on school transportation" means all school buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school does not represent that it will provide supervision or assume liability at these locations and events.

G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.

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

F.I. "Student" means a student enrolled in the school.

#### IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to ~~the a~~ school ~~director~~ official designated by this policy. A student may report bullying anonymously, but action may not be taken against an alleged perpetrator based solely on an anonymous report.

B. ~~Best Academy~~ The school encourages the reporting party or complainant to use the report form available from the ~~director~~ Chief Administrative Officer or available from the school office, but oral reports shall be considered complaints as well.

C. The ~~Principal~~ is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to the school human rights officer or the Chief Administrative Officer. If the complaint involves the report taker, the complaint shall be made or filed directly with the Chief Administrative Officer or the charter school human rights officer by the reporting party or complainant.

~~C.D.~~ A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include

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bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the ~~director/~~Principal immediately. School personnel who fail to inform the Principal of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

~~D.E.~~ Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

~~E.F.~~ Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

~~F.G.~~ The school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school-~~district's~~ obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### V. SCHOOL ~~DISTRICT~~-ACTION

A. Upon receipt of a complaint or report of bullying, ~~Best Academy~~the school shall undertake or authorize an investigation by school officials or a third party designated by the school.

~~B.~~ ~~Best Academy~~The school may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

~~B.C.~~ The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~C.D.~~ Upon completion of the investigation that determines bullying or other prohibited conduct occurred, ~~Best Academy~~the school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with the requirements of applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in this policy.

~~E.~~ ~~Best Academy~~The school 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. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

~~D.F.~~ In order to prevent or respond to bullying or prohibited conduct committed by or directed against a child with a disability, the school shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

#### VI. REPRISAL OR RETALIATION

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

#### VII. TRAINING AND EDUCATION

~~B. Best Academy annually will provide information and any applicable training to school staff regarding this policy.~~

~~C. Best Academy annually will provide education and information to students regarding bullying, including information regarding this school policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.~~

~~D. The administration of the school will implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.~~

A. The school shall discuss this policy with school personnel and volunteers and provide appropriate training to school personnel regarding this policy. The school shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school. The school or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to

identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct
  2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school annually will provide education and information to students regarding bullying, including information regarding this policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

4.7.Foster student collaborations that, in turn, foster a safe and supportive school climate.

B.F. The school may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

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

#### VIII. NOTICE

A. The school will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy must be conspicuously posted throughout each school building and in the administrative and main offices of the school.

C. This policy must be distributed to each school employee and independent contractor at the time of hiring or contracting.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school's website.

F. The school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.

A.G. The school shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.

#### IX. POLICY REVIEW

To the extent practicable, the school board shall annually review and revise this policy. The policy shall be made consistent with Minn. Stat. §§ 121A.031 and 121A.0312 and other applicable law.



## 24. Protection and Privacy of Pupil Records (MSBA #515)

Adopted by the Best Academy Board of Directors: September 22, 2011 and Amended October 26, 2013.

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school, pursuant to the requirements of 20 U.S.C. § 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 CFR. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

### III. DEFINITIONS

#### A. Authorized Representative

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

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#### B. Biometric Record

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

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#### C. Dates of Attendance

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

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#### D. Dependent Student

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~~A "dependent student" is an individual who during each of five (5) calendar months during the calendar year in which the taxable year of the parent begins:~~

~~E. Is a full-time student at an educational institution; or~~

~~F. Is pursuing a full-time course of instructional on-farm training under the supervision of an accredited agent of an educational institution or of a state or political subdivision of the state.~~

#### G.D. Directory Information

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1. Under federal law, "Directory information" means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, address, telephone listing, email address, photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e. full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address and telephone number of the student's parent(s). Directory information does not include:

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

2. Under Minnesota law, a school may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

#### H.E. Education Records

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1. What constitutes "education records." Education records mean those records which: (1) are directly related to a student; and (2) are maintained by the school or by a party acting for the school.

2. What does not constitute an education record? The term "education records" does not include:

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- a. Records of instructional personnel which:

- i. are in the sole possession of the maker of the record; ~~and~~
  - ~~ii.~~ are used only as a memory aid;
  - ~~iii.~~ are not accessible or revealed to any other individual except a substitute teacher; and
  - ~~iv.~~ are destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school, provided educational records maintained by the school are not disclosed to the unit, and the law enforcement records are:
- i. maintained separately from education records;
  - ii. maintained solely for law enforcement purposes; and
  - iii. disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school which:
- i. are made and maintained in the normal course of business;
  - ii. relate exclusively to the individual in that individual's capacity as an employee; and
  - iii. are not available for use for any other purpose.
- However, these provisions shall not apply to records relating to an individual in attendance at the school that is employed as a result of his or her status as a student.
- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
- i. made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
  - ii. made, maintained, or used only in connection with the provision of treatment to the student; and
  - iii. disclosed only to individuals providing the treatment; provided that a physician or other appropriate professional of the student's choice can personally review the records. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school.
- e. Records created or received by the school after an individual is no longer a student at the school and that are not directly related to the individual's attendance as a student.~~that only contain information about an individual after he or she is no longer a student at the school.~~
- e-f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

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

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

I. Parent

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

J. Personally Identifiable

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"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) a list of personal characteristics or other information that would make the student's identity easily traceable; or (g) information requested by a person who the school reasonably believes knows the identity of the student to whom the education record relates. ~~other information that would make the student's identity easily traceable.~~

K. Record

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"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche.

Q.L. Responsible Authority

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"Responsible authority" means the charter school Chief of Administration ~~Administrative Officer~~.

P.M. Student

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

Q.N. School Official

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

R.O. Summary Data

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

S.P. Other Terms and Phrases

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

## IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received or maintained by a school are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school that relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of [20 U.S.C. 1232g FERPA](#) and the regulations promulgated there under.

## V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated there under;
4. The right to refuse release of secondary students' names, addresses, and home telephone numbers to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the federal law and the regulations promulgated there under;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in the COPIES OF POLICY "Copies of Policy" section of this policy.

#### B. Eligible Students

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

## VI. DISCLOSURE OF EDUCATION RECORDS

### A. Consent Required for Disclosure

1. The school shall obtain a signed and dated written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - i. A specification of the records to be disclosed;
  - ii. The purpose or purposes of the disclosure;
  - iii. The party or class of parties to whom the disclosure may be made;
  - iii.iv. The consequences of giving consent; and
  - iv.v. If appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

- i. If the parent or eligible student so requests, the school shall provide him or her with a copy of the records disclosed; and
- ii. If the parent of a student who is not an eligible student so requests, the school shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

- i. Identifies and authenticates a particular person as the source of the electronic consent; and
- ii. Indicates such person's approval of the information contained in the electronic consent.

4.5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

- i. In plain language;
- ii. Dated;
- iii. Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- iv. Specific as to the nature of the information the subject is authorizing to be disclosed;
- v. Specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- vi. Specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause v above, both at the time of the disclosure and at any time in the future; and
- vii. Specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for (i) life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school that are subject to third party reimbursement.

5.6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and

required of the eligible student, except as provided in the “Statement of Rights” section of this policy.

**B. Prior Consent for Disclosure Not Required**

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

1. To other school officials, including teachers, within the school whom the school determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school has outsourced institutional services or functions provided that the outside party:
  - i. performs an institutional service or function for which the school would otherwise use employees;
  - ii. is under the direct control of the school with respect to the use and maintenance of education records; and
  - iii. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
- ~~2.3~~ To officials of other schools or schools in which the student seeks or intends to enroll, including post-secondary educational institutions, as long as the disclosure is for purposes related to the student’s enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (See Part XIX.), suspension and expulsion information pursuant to section ~~4155 of the federal No Child Left Behind Act~~ 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, and, if applicable, data regarding a student’s history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121 A. 75. On request, the school will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA section of this policy;
- ~~3.4~~ To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
- ~~4.5~~ In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:



- i. Determine eligibility for the aid;
- ii. Determine the amount of the aid;
- iii. Determine conditions for the aid; or
- iv. Enforce the terms and conditions of the aid.

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

~~5.6.~~To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

i. Before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

~~ii.~~ After November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

~~6.7.~~To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted; and the school enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term

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

~~7.8.~~ To accrediting organizations in order to carry out their accrediting functions;

~~9.~~

~~8.—~~ To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes; dependent student;

~~9.10.~~ To comply with a judicial order or lawfully issued subpoena, provided, however, that the school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. In addition, if the school initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school, the school may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school to defend itself.

~~10.11.~~ To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health, including mental health, or safety of the student or other individuals. The decision must be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to this policy. In addition, an educational agency or institution may include in the educational records of student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or

wellbeing of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

- ~~11-12.~~ To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
- ~~12-13.~~ Information the school has designated as "directory information" pursuant to ~~the RELEASE OF DIRECTORY INFORMATION section of~~ this policy;
- ~~13-14.~~ ~~To military recruiting officers and post-secondary educational institutions pursuant to this policy;~~ ~~To military recruiting officers pursuant to the MILITARY RECRUITMENT section of this policy;~~
- ~~14-15.~~ To the parent of a student who is not an eligible student or to the student himself or herself;
- ~~15-16.~~ To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
- ~~16-17.~~ To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or
- ~~17-18.~~ To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - i. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - ii. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the school Principal or Chief ~~of Administration~~ Administrative Officer of a school who receives such a request must, to the extent permitted by federal

law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

~~18.19.~~ To the ~~special education coordinator~~Principal of the school the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by ~~special education coordinator~~a school officer under Minn. Stat. § 260B.171, sSubd. 3. The ~~special education coordinator~~Principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The ~~special education coordinator~~Principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the special education coordinator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The ~~special education coordinator~~Principal may also notify other school employees, substitutes, and volunteers who are in direct contact with the student if the ~~special education coordinator~~Principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the ~~special education coordinator~~Principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

~~19.20.~~ To the ~~charter school special education coordinator~~Principal where the student attends if it is information from a peace officer's record of children received by ~~special education coordinator~~a school official under Minn. Stat. § 260B.171, Subd. 5. The ~~special education coordinator~~Principal must place the information in the student's educational record. The ~~special education coordinator~~Principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the ~~special education coordinator~~Principal believes needs the information to work with the student in an appropriate manner, to avoid

being needlessly vulnerable, or to protect other persons from needless vulnerability. The school ~~Principal~~~~special education coordinator~~ may also notify other employees, substitutes, and volunteers who are in direct contact with the student if the ~~special education coordinator~~Principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the ~~special education coordinator~~Principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

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

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

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disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

#### C. Nonpublic School Students

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

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

### VII. RELEASE OF DIRECTORY INFORMATION

#### A. ~~Classification~~ Educational Data

Directory information ~~is public data~~ Educational data designated as directory information is public data to the extent required under federal law. Directory information must be designated pursuant to the provisions of the Minnesota Government Data Practices Act and FERPA. The school may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section. When requested, the school must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

#### B. Former Students

Unless a former student affirmatively opted out of the release of directory information ~~in~~ his or her last year of ~~while in~~ attendance and has not rescinded the opt out request at any time, the school may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school may release records that only contain information about an individual obtained after he or she is no longer a student at the school and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school).

#### C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school shall give parents and students notice of the right to refuse to let the charter school designate specified data about the student as directory information.

2. The school shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

~~1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:~~

- i. The types of personally identifiable information regarding students and/or parents that the school has designated as directory information;
- ii. The parent's or eligible student's right to refuse to let the school designate any or all of those types of information about the student and/or the parent as directory information; and
- iii. The period of time in which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in the ~~DISCLOSURE OF EDUCATION RECORDS~~ "Disclosure of Education Records" section of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to prevent the school from disclosing or requiring the student to disclose the student's name, ID, or charter school e-mail address in a class in which the student is enrolled; or to prevent the school from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the charter school as directory information.

~~2.5. The school shall not disclose or confirm directory information without meeting the written consent requirements of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.~~

#### D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;
2. Home address;

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

D.H. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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



- iv. Whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- v. Whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

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IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. ~~chapter 260E 626.556~~, reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. ~~chapter 260E 626.556, Subd. 11~~.

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

C. Investigative Data

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

1. The school may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school.

2.3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school students, school employees, and/or attorney data as defined in Minn. Stat. § 13.393.

3.4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- i. a decision by the school-, or by the chief attorney for the school , not to pursue the civil legal action. However, such investigation may subsequently become active if the school or its attorney decides to renew the civil legal action;
- ii. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- iii. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

#### D. Chemical Abuse Records

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

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

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school records pertaining to the student, including any tests or reports upon which the action proposed by the school may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, et seq.

#### XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS

- A. The School will release the names, addresses, school email addresses, and home telephone numbers of secondary students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data ~~to military recruiters~~ pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
1. May be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  - ~~2.~~ Cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  - ~~2-3. Copying fees shall not be imposed.~~
- C. A parent or eligible student has the right to refuse the release of the name, address, email address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the ~~Principal~~ Chief Administrative Officer, in writing, by September 10 each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiters and post-secondary educational institutions; and
  7. Specific category or categories of information that are not to be released to the public, including military recruiters and post-secondary educational institutions.
- D. Annually, the school will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students in grades 11 and 12 without prior consent.

- E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the ~~RELEASE OF DIRECTORY INFORMATION~~ "Release of Directory Information" section of this policy also must be followed. Accordingly, to the extent the school has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers.

## XII. LIMITS ON REDISCLOSURE

### A. Redisclosure

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

### B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not preclude the school from disclosing personally identifiable information under the ~~DISCLOSURE OF EDUCATION RECORDS~~ "Disclosure of Education Records" section of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school provided:
  - a. The disclosures meet the requirements of ~~the DISCLOSURE OF EDUCATION RECORDS~~ that section of this policy; and
  - b. The school has complied with the record-keeping requirements of the ~~RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING~~ "Responsible Authority; Record Security; and Record Keeping" section of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school must provide notification if a redisclosure is made based upon a court order or lawfully issued subpoena.

### C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

#### E. Record-Keeping

1. The ~~charter school special education coordinator~~Principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
  - i. The parties who have requested or received personally identifiable information from the education records of the student; and
  - ii. The legitimate interests these parties had in requesting or obtaining the information;
  - iii. the names of the state and local educational authorities and federal officials and agencies listed in this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school discloses personally identifiable information from an education record of a student pursuant to Paragraph B. of the ~~LIMITS ON REDISCLOSURE~~ "limits on Redisclosure" section of this policy, the record of disclosure required under this section shall also include:
  - i. the names of the additional parties to which the receiving party may disclose the information on behalf of the school; and
  - ii. the legitimate interests under the ~~DISCLOSURE OF EDUCATION RECORDS~~ "Disclosure of Education Records" section of this policy which each of the additional parties has in requesting or obtaining the information.
3. Paragraph (1) of Record Keeping does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Paragraph B. 1 of the ~~DISCLOSURE OF EDUCATION RECORDS~~ "Disclosure of Education Records" section of this policy, to requests for disclosures of directory information under ~~the RELEASE OF DIRECTORY INFORMATION~~ section of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
  - i. The parent of the student or the eligible student;

ii. The school official or his or her assistants who are responsible for the custody of the records; and

iii. The parties authorized by law to audit the record-keeping procedures of the school .

5. The school shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

i. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

~~iii~~-ii. the parties to whom the school disclosed the information.

~~5-6.~~The record of requests and disclosures shall be maintained with the education records of the student as long as the school maintains the student's education records.

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

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

The school shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in the DISCLOSURE OF PRIVATE RECORDS "Disclosure of Private Records" section of this policy.

##### B. Response to Request for Access

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

##### C. Right to Inspect and Review

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

1. The right to a response from the school to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.

2.3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school shall consider the following:
  - i. The cost of materials, including paper, used to provide the copies;
  - ii. The cost of the labor required to prepare the copies;
  - iii. Any schedule of standard copying charges established by the school in its normal course of operations;
  - iv. Any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
  - v. Mailing costs.



2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair, the parent or eligible student from exercising their right to inspect or review the student's education records.

K. The school ~~reserves the right to make amay~~ charge a fee for copies ~~such as of official~~ transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. ~~The fee for such copies and other copies forwarded to third parties with prior consent, as a convenience, will be from \$1 to \$15 plus postage if that is involved.~~

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

### A. Request to Amend Education Records

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

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

### B. Right to a Hearing

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

1. If, as a result of the hearing, the school decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it

shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

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

#### C. Conduct of Hearing

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

#### D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minn. Stat. Ch. 14 relating to contested cases.

### XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means the ~~Special education coordinator of the Charter School, Chief Administrative Officer.~~

B.C. Any request by an individual with a disability for reasonable modifications of the school's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

### A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by ~~20 U.S.C. 1232g~~ FERPA, and the rules promulgated there under, shall be submitted in writing to the ~~Family Policy Compliance Office~~ Student Privacy Policy Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202.

### B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of ~~20 U.S.C. 51232g~~ FERPA and the rules promulgated there under has occurred.

## XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to ~~20 U.S.C. 51232g~~ FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school may not require such a waiver.

## XIX. ANNUAL NOTIFICATION OF RIGHTS

### A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, -except to the extent that federal and state law and the regulations promulgated there under authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school to comply with the requirements of ~~20 U.S.C. §1232g~~ FERPA, and the rules promulgated there under;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school has determined to have legitimate educational interests; and
6. That the school forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include ~~including~~ suspension and expulsion records pursuant to the federal Every Student Succeeds Act ~~No Child Left Behind Act~~ and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

State and federal law shall control destruction and retention of records by the school.

XXI. COPIES OF POLICY

Parents and eligible students may obtain copies of this policy at the Chief Administrative Officer's office.