



TESFA INTERNATIONAL SCHOOL BOARD PACKET

6:00 p.m. October 7, 2014

Meeting Location: Global Academy, 4065 Old Central Ave, Columbia Heights, MN 55421

1. Call to order
2. Approve Agenda*
3. Review Draft of Minutes from September 2, 2014*
4. Financial Report
 - A. Account Established
5. VOA authorizer input/update
 - A. Update on Contract Process and Charter Number
6. Approval of Amendments of the By-Laws* and Policies
7. Approval of New Policies
 - A. FAMILY AND MEDICAL LEAVE POLICY (410)*
 - B. EMPLOYMENT REIMBURSEMENT (412)*
 - C. HARRASSMENT AND VIOLENCE AND RELIGIOUS, RACIAL OR SEXUAL HARRASSMENT (413)*
 - D. CHEMICAL USE AND ABUSE (417)*
 - E. DRUG FREE WORKPLACE/DRUG FREE SCHOOL (418)*
8. School Board Membership
 - A. Board Member Resignations
 - B. Open Board Positions and Recruitment Timeline
9. Old Business
 - A. Building Search Update
 - B. Development of Board Committees and Assignments
 - i. Marketing and Enrollment
 - ii. Finance and Budget
 - iii. Policy
10. New Business
 - A. 501(c)3 Application-Application Status
 - B. Tesfa International School nomination by the Twins Wives Organization
 - C. CSP Grant - Application due to MDE October 27- intent to submit Oct 24
11. Public Comments
12. Adjournment

*Indicates additional written materials to be distributed at the board meeting.

Mission

Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills, and characteristics necessary for active citizenship throughout the world.

Draft-BOARD MEETING MINUTES

Wednesday, September 3, 2014: 6:00 PM

Location of Meeting: Global Academy

Call to order: The Board Chair, Becky Magnuson, called to order the meeting at
6:00 PM on Wednesday, September 3, 2014

Board Members/Director Present or Absent:

Name	Present/Absent
Becky Magnuson (Board Chair and Parent)	Present
Julian Stanke (Board Secretary and Teacher)	Present
Helen Fisk (Board Treasurer and Community Member)	Present
Lauren Ryan (Teacher)	Present
Midi Hansen (Teacher)	Present
Tanya Heifort (Teacher)	Present
Emily Snodgrass (Community Member)	Absent
Emily Schmidt (Parent)	Absent

Guests and Community Members Present:

Name	Position/Role
Charles Speiker	VOA Representative

Tesfa International School

Mission: Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills, and characteristics necessary for active citizenship throughout the world.

Vision: Our students will be prepared for a successful transition to the most rigorous and challenging middle school programs. Through their experience at Tesfa, students will be held to the highest of standards both academically and socially, to prepare the students for college and careers, as well as with the leadership skills required of active and productive citizens in the 21st century. Through access and equity, students will follow a pathway to success for them and their communities.

AGENDA and MINUTES

Subject	Approve Agenda						
Motion	Approval of agenda for September 3, 2014						
Made by	Helen Fisk			Seconded	Midi Hansen		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Approved						

Subject	Approve Minutes from 8/14/14						
Motion	Approval of minutes from August 18, 2014						
Made by	Helen Fisk			Seconded	Midi Hansen		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	
Decision	Approved						

FINANCIAL REPORT

Subject	Walton Grant						
Motion							
Made by				Seconded			
Discussion	Walton Application was submitted by Becky and Lauren on Monday September 1, 2014.						
Vote		Yea	0	Nay	0	Abstain	0
Decision							

VOA AUTHORIZER

Subject	VOA Contract						
Motion	To approve the VOA contract with the presented changes.						
Made by	Lauren Ryan			Seconded	Midi Hansen		
Discussion	As a matter of procedure, the board received a preliminary version of the VOA contract for review. Contract was submitted by Becky to VOA for final review.						
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Approved						

POLICY UPDATES

Subject	Approval of By-Laws						
Motion	To approve the by-laws presented to the board with noted amendments and changes: Article III section 4 will be removed. Article III Section 5 will be moved to combine with section 3 of the same article.						
Made by	Tanya Heifort			Seconded	Helen Fisk		
Discussion							

Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Empowerment to change Article IV Section 5						
Motion	To empower Becky Magnuson to verify Article IV section 5 and the state statute noted. Motion included to keep the current language or delete the final sentence of the section.						
Made by	Helen Fisk		Seconded		Midi Hansen		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Conflict of Interest-Policy 210						
Motion	To approve the Conflict of Interest Policy 210 with suggested changes.						
Made by	Helen Fisk		Seconded		Midi Hansen		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion Approved						

Subject	Board Self Evaluation- Policy 220						
Motion	To approve amendments made to Policy 220.						
Made by	Tanya Heifort		Seconded		Lauren Ryan		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Discipline, Suspension and Dismissal of School District Employees -Policy 403						
Motion	To approve amendments made to Policy 403 regarding Discipline, Suspension, and Dismissal of School District employees.						
Made by	Lauren Ryan		Seconded		Helen Fisk		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Legal Reference in School Policy						
Motion	Motion made to add a statement to all policies stating that all legal references in Tesfa International School Policies are for informational purposes only.						
Made by	Helen Fisk		Seconded		Midi Hansen		
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Employee Background Check-Policy 404						
Motion	To approve policy 404 regarding Employee Background Check with the deletion of section IV.						
Made by	Lauren Ryan	Seconded		Helen Fisk			
Discussion							
Vote		Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Subject	Employee Right to Know-Exposure to Hazardous Substances- Policy 407						
Motion	To approve Policy 407 regarding Employee Right to Know as presented.						
Made by	Midi Hansen	Seconded		Lauren Ryan			
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

OLD BUSINESS

Subject	Tesfa International School potential site location						
Discussion	A new property has emerged as a possible site for Tesfa. Located at 558 Vandalia in St. Paul, this location would meet multiple of the prerequisites made by the school board. Communication is currently in progress with brokers and architects to receive proposals and build out estimates. Becky and Lauren will continue this conversation with the help of real estate agent Alex Bisanz.						

Subject	Director Job Description for Publication						
Discussion	Proposed job description for Tesfa Director was reviewed by the board. A request was made for the addition of a physical requirements section as well as a request for references to be included with application.						

Subject	Director Job Description for Publication						
Motion	To approve the job description for the school director position with the adoption of suggested amendments.						
Made by	Lauren Ryan	Seconded		Tanya Heifort			
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

NEW BUSINESS

Subject	Family Outreach at Global Academy Open House Event						
Discussion	Becky and Lauren were present at the Global Academy Open House event to meet with families and community members to discuss and advertise Tesfa International School. Cards with Tesfa phone number and other information were available to families. Very positive response from the Global Academy community in the prospect of connected school opening fall of 2015.						

PUBLIC COMMENTS

Subject	
Discussion	None present

ADJOURNMENT

Motion	To adjourn board meeting at 7:30pm.						
Made by	Lauren Ryan	Seconded		Midi Hansen			
Discussion							
Vote	6	Yea	6	Nay	0	Abstain	0
Decision	Motion approved						

Meeting Notes	Date: 9/3/14
Helen Fisk and Lauren Ryan left the room at 7:10 pm. Lauren Ryan and Helen Fisk return and meeting resumed 7:13pm.	

BYLAWS
OF
TESFA INTERNATIONAL SCHOOL
[“The Corporation”]

ARTICLE I
PURPOSE

The purposes of the Corporation are as stated in the Articles of Incorporation.

ARTICLE II
OFFICES

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The Corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the Corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

ARTICLE III
MEMBERSHIP

Section 1. Membership.

The members of the Corporation shall be the persons so designated from time to time by the Board of Directors. Initially, there shall be two classes of members designated as “Enrollee Members,” and “Employee Members.” Enrollment of a child in the Corporation shall qualify the parent(s) or legal guardian(s) of such child for membership during the child’s enrollment. Paid employment by the Corporation shall qualify the employee for membership during the term of their employment. Members shall not be required to pay a membership fee or annual dues. The initial class of members [Enrollee members and Employee Members] shall have voting rights. The Board of Directors may from time to time create additional classes of membership. The terms and conditions of such additional membership classes, if any, shall be determined by the Board of Directors from time to time.

Section 2. Membership Criteria.

Membership criteria shall be adopted by the Board of Directors, and all membership approval, classification, and reclassification shall be the responsibility of the Board of Directors. Members may be reclassified by an action of the Board of Directors or upon the request of a member, followed by approval of the Board of Directors. Members may resign at any time without approval of the Board of Directors.

Section 3. Annual Meeting.

The annual meeting of the members shall take place in May or June of each year while school is in session. Notice of the annual meeting of the members of the Corporation shall be by newsletter or other postal service mailed first class at least fourteen [14] days prior to the meeting date, or published on the School's official website calendar ninety [90] days prior to the meeting date. Such notice shall contain the date, time, and place of the meeting. For any annual or special meeting, a majority of the total number of voting members shall constitute a quorum.

Section 6. Voting.

The parent[s] or guardian[s] of each enrolled child shall receive two votes per enrolled child, intended as one vote per natural parent or substitute. Employee members shall receive one vote. At each meeting of the membership, every voting member shall be entitled to vote. Members may vote in person or by proxy. The affirmative vote of a majority of a quorum of voting members shall constitute a duly authorized action of the membership.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers.

The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these By-laws, Minnesota Statute 124 D.10, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Number, Tenure, and Qualification.

The initial Board of Directors shall be as stated in the Articles of Incorporation and each director on the initial Board of Directors shall serve until the first annual meeting. At all times, the board shall consist of not less than five [5] nor more than eleven [11] members. A majority of the Board of Directors shall, at all times thereafter, consist of the teachers providing instruction under contract with the Corporation. Directors shall designate a board chair by a majority vote at the first board meeting following the annual meeting.

At the Members' first annual meeting, Members shall elect four [4] directors to a two [2] year term [to be identified as Directors A, B, C, and D] and three [3] directors to a one [1] year term [to be identified as Directors F, G, and H]. The length of a term [1 or 2 years] shall be determined by lottery after the top seven [7] vote getters have been selected. After the initial board has been served its terms, each director shall hold office for a two [2] year term or until a successor has been duly elected and qualified or until the director dies, resigns, is removed, or the term otherwise expires. The election of the Board of Directors shall be in compliance with Section 124D.10 Subd. 4(c) of the MN Statutes.

At least thirty [30] days prior to the Corporation's annual meeting, the Board of Directors will solicit nominations from all members for all of the Directorate positions that will be filled at the next annual meeting. The Board of Directors will compile the list of nominees and notify the Corporation's Members of the nominees for each position fifteen [15] days prior to the annual meeting.

Section 3. Regular Meetings.

Regular meeting of the Board of Directors shall be held at the call of the Board Chair, at the request of a majority of Board of Directors by written notice received by mail, in person, or by facsimile at least five [5] days prior to the meeting, and at least four [4] times during the school year. The notice shall designate the time, place, and date of such meeting.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Board Chair. The Board Chair shall call a special meeting of the Board of Directors upon the written or verbal request of one-third [1/3] of the members of the Board. Notice of every special meeting of the Board of Directors shall be mailed to each director at least five [5] days before the day on which the meeting is to be held, or be delivered in person or by telephone, not later than twenty-four [24] hours before the meeting is to be held.

Section 5. Quorum and Adjourned Meeting.

A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum is present. Minnesota Statutes, Section 317 A.235.

Section 6. Voting.

Each member of the Board of Directors shall have the power to exercise one [1] vote on all matters to be decided by resolution of the Board of Directors. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the board.

Section 7. Resignation and Removal.

Directors may resign at any time, effective immediately or a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, with cause, by a two-thirds [2/3] vote of a majority of all remaining directors of the Corporation. Failure to attend three [3] meetings annually shall constitute cause.

Section 8. Filling Vacancies.

Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal, or other such cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the next annual meeting of the members, or until his successor has been duly elected and qualified, subject to his earlier death, disqualification, resignation, or removal.

Section 9. Compensation.

Directors shall not receive compensation for their services as a Director. The Directors of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 10. Meetings Without Notice

Any Director may, in writing or orally, either before, at, or after any meeting of the Board of Directors, waive notice thereof and, without notice, any director by attendance at such meeting and participation therein, shall be deemed to have waived notice of the action or actions taken at any meeting of the Board of Directors.

Section 11. Presence at Meetings

Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can simultaneously hear and see each other, and such participation at a meeting shall constitute presence in person at the meeting.

Section 12. Committees of the Board.

The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons but need not be members of the Board of Directors. The Board of Directors may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee.

12.1 Authority of Committees.

Any committee, to the extent provided in these By-laws or in the resolutions creating such committee, shall have, and may exercise, all of the powers and authority granted by the Board of Directors in the management and business affairs of the Corporation; provided, however, that no committee shall be granted the powers or authority exceeding that granted to the Board of Directors. Unless otherwise stated in the resolutions creating it, or in these By-laws, committee action shall be taken only upon the affirmative vote of a majority of the members of the committee. Failure of a committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors.

12.2 Procedures for Conducting Meetings.

The activities of all committees of the Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these By-laws, and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees unless he serves as a member of such committee. The meetings of all committees shall be open to attendance by all Directors, which Directors may participate in any such meeting but may not vote unless such Director is a member of the committee.

12.3 Limitation on Authority of Committees.

Each committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of the proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.

Section 13. Conflict of Interest.

Each Director must complete a conflict-of-interest statement for review by the Authorizer within thirty [30] days of their election. The corporation shall not enter into contracts or transactions between the Corporation or a related corporation and a director of the corporation or between the Corporation and an organization in which a director of the corporation is a director, officer, or legal representative or has a material financial interest, except in accord with the provisions of

Minnesota Statutes, Section 317A.255 and Section 124D.10, as now enacted or hereafter amended.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 1. Number and Election.

The officers of the Corporation shall be elected for one [1] year terms by the Board of Directors, and shall consist of a President [Chief Executive Officer/Board Chair], Treasurer [Chief Financial Officer], Secretary and such other officers as the Board of Directors shall determine from time to time.

Section 2. Vacancies.

A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation, or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board of Directors.

Section 3. President.

The President shall:

- 3.1 Exercise the functions of the office of the president of the Corporation;
- 3.2 Preside at all meetings of the Board of Directors;
- 3.3 Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- 3.4 Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board of Directors;
- 3.5 Have the general powers and duties usually vested in the office of the president; and
- 3.6 Have such other powers and perform such duties as are prescribed by MN Statutes Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

Section 4. Treasurer.

The Treasurer shall:

- 4.1 Keep accurate accounts of all monies of the Corporation, received or disbursed;

- 4.2 Deposit all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall from time to time designate;
- 4.3 Have the care and custody of the corporate funds and securities;
- 4.4 Have the power to endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board;
- 4.5 Render to the President and the Board of Directors, whenever requested, an account of all of his transactions as Treasurer and of the financial condition of the Corporation;
- 4.6 Perform such other duties as may be prescribed by the Board of Directors or the President from time to time

Section 5. Secretary.

The Secretary shall:

Unless otherwise determined by the Board, be secretary of and attend all meetings of the Board of Directors, and record the proceedings of such meetings in the minute book of the corporation and, whenever necessary, certify such proceedings. The Secretary shall give proper notice of meetings to directors and shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

Section 6. Management and Administrative Employees.

The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities, and 3) hold their positions for the time prescribed by the Board of Directors.

Section 7. Compensation.

The officers and employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in the furtherance of the purposes and in the best interests of the Corporation.

Section 8. Removal of an Officer.

Any officer may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 9. Resignation.

Any officer may resign at any time. Such resignation shall be made in writing to the President or Secretary of the Corporation and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI

DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distribute Assets

By a two-thirds [2/3] vote of all Directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to effect dissolution. Written notice as required by the By-Laws shall be given to all voting members stating that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds [2/3] of a quorum of the voting members of the Corporation taken at a meeting during which the resolution is brought before the voting members. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution.

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A. 723.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification.

The corporation shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Minnesota Statutes, Section 317A.521, as now enacted or hereafter amended.

Section 2. Insurance.

The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation, or these By-laws.

ARTICLE VIII

AMENDMENTS

Subject to the right of the voting members to adopt, amend, and repeal these By-laws as set forth in Minnesota Statutes, Section 317A.181, Subd. 2 (b), the power to adopt, amend, or repeal the By-laws is vested in the Board of Directors.

ARTICLE IX

FINANCIAL MATTERS

Section 1. Contracts.

The Board of Directors may authorize any officer or officers, agent, or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these By-laws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Loans and Pledges.

No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

Section 3. Authorized signatures.

All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these By-laws.

Section 4. Deposits.

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5. Documents Kept at Registered Office.

The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of:

- 5.1 Approved minutes and records of all proceedings of the Board of Directors and all committees;
- 5.2 Records of all votes and actions of the members;
- 5.3 All financial statements of this Corporation;
- 5.4 Articles of Incorporation and By-laws of this Corporation and all amendments and restatements thereof.

ARTICLE X

MISCELLANEOUS

Section 1. Gender References.

All references in these By-laws to a party in the masculine shall include the feminine and the neuter.

Section 2. Plurals.

All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

TESFA INTERNATIONAL SCHOOL
FAMILY AND MEDICAL LEAVE POLICY (410)

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by Tesfa International 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 U.S.C. § 101(a)(13)(B).

B. “Covered service member” 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 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, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment,

recuperation, or therapy.

- C. “Eligible employee” means an employee who has been employed by Tesfa International 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. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning Tesfa International School’s intention to rehire the employee after the break in service.
- D. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- E. “Outpatient status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- F. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar

days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to five days with a covered military member who is on short term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member; and
8. to address other events related to a covered military member that both the employee and Tesfa International School agree is a qualifying exigency.

G. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

H. "Veteran" has the meaning given in 38 U.S.C. § 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 t applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - b. a “serious injury or illness,” in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
6. Eligible spouses employed by Tesfa International School are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by Tesfa International 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; because of the employee’s own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of Tesfa International 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, Tesfa International 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.

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 Tesfa International School has reason to doubt the validity of a health care provider's certification, it may require a second opinion at Tesfa International School's expense. If the opinions of the first and second health care providers differ, Tesfa International School may require certification from a third health care provider at Tesfa International 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.
10. Requests for leave shall be made to Tesfa International School. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to Tesfa International School of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable.

The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of Tesfa International School, subject to and in coordination with the health care provider.
11. Tesfa International School may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, Tesfa International School may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, Tesfa International 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. An employee who does not return to work after the leave may be required, in some situations, to reimburse Tesfa International

School for the cost of the health plan premiums paid by it.

13. Tesfa International 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. The director shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

Tesfa International School shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.

However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Six-week Leave

An employee who does not qualify for parenting leave under Paragraphs V.A.1.a. or IV.A.1.b. 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 Tesfa International 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.

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 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 Tesfa International 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. Tesfa International School may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or
2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, Tesfa International School may require that the leave be continued until the end of the semester.
2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, Tesfa International 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 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, Tesfa International School may require the employee to continue taking leave until the end of the semester.

D. The entire period of leave taken under the special rules will be counted as leave.

Tesfa International School will continue to fulfill Tesfa International 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 FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and Tesfa International School regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in Tesfa International School building in areas accessible to employees.

- B. This policy will be reviewed as necessary for compliance with state and federal law.

Adopted:

Revised:

Revised:

TESFA INTERNATIONAL SCHOOL
EMPLOYEE REIMBURSEMENT (412)

I. PURPOSE

The purpose of this policy is to outline guidelines for employees to apply for reimbursement for school related expenses.

II. GENERAL STATEMENT OF POLICY

- A. The director must approve all reimbursements requested by staff members. Reimbursements can only be requested for legitimate expenses related to the operation of the school. The school reserves the right to deny reimbursements for expenses deemed unnecessary or inappropriate.

- B. In order to be reimbursed an employee must provide a receipt of the item purchased as proof of purchase.

- C. Tesfa International School will not reimburse employees for state sales tax.
 - 1. Employees will have access to documentation regarding the school's tax-exempt status.

 - 2. Using the school's tax-exempt status for personal purchases will be cause for disciplinary action.

III. AIRLINE TRAVEL CREDIT

- A. Employees utilizing Tesfa International School funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of Tesfa International School rather than the employee.
 - 1. To the extent an airline will not honor a transfer or assignment of credit or

benefit from the employee to Tesfa International School, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.

2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.

B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for Tesfa International School purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to Tesfa International School purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.

C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

Adopted:

Revised:

Reviewed:

TESFA INTERNATIONAL SCHOOL
HARASSMENT AND VIOLENCE POLICY (413)

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. Tesfa International School prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of Tesfa International School to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. Tesfa International School prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of Tesfa International School to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of Tesfa International School.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of Tesfa International School to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. Tesfa International School will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. 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 gender.

B. Racial Harassment; Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

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

C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

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

opportunities.

D. Sexual Violence; Definition

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

E. Racial Violence; Definition

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

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

G. Assault; Definition

Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of Tesfa International School, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate Tesfa International School official designated by this policy. Tesfa International School encourages the reporting party or complainant to use the report form available from the principal of each building or available from the Tesfa International 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 Tesfa International School human rights officer or to the superintendent.
- B. The Director is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult Tesfa International School personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the Director must notify the school board chair. A written statement of the facts alleged will be prepared as soon as practicable by the Director. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours. If the complaint involves the Director, the complaint shall be made or filed directly with the school board chair.

- D. The school board hereby designates the Director as the Tesfa International School human rights officer(s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the Director, the complaint shall be filed directly with the school board chair.¹
- E. Tesfa International School shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- 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.
- G. Use of formal reporting forms is not mandatory.
- H. Tesfa International 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 Tesfa International School's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of Tesfa International School, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by Tesfa International School officials or by a third party designated by Tesfa International 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, Tesfa International 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, Tesfa International 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.
- E. The investigation will be completed as soon as practicable. The Director shall make a written report to the school board chair upon completion of the investigation. If the complaint involves the Director, the report may be filed directly with the school board chair. 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, Tesfa International School will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School Tesfa International School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and Tesfa International School policies.
- B. The result of Tesfa International School's investigation of each complaint filed under these procedures will be reported in writing to the complainant by Tesfa International School in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

Tesfa International School will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence 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.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be posted in the school building in an accessible area.
- B. This policy shall be given to each Tesfa International School employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. Tesfa International 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.

Adopted:

Reviewed:

TESFA INTERNATIONAL SCHOOL
CHEMICAL USE AND ABUSE (417)

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with Tesfa International School policies with respect to a Drug-Free Workplace/Drug-Free School.

- B. It is the policy of Tesfa International School to provide an instructional program in every school in chemical abuse and the prevention of chemical dependency as necessary and appropriate.

- C. Tesfa International School shall establish and maintain in every school a chemical abuse preassessment team. The Student Assistance Team for the school shall act in this capacity. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

- E. Tesfa International 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 as appropriate and necessary.

III. DEFINITIONS

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

- B. “Chemicals” includes but is not limited to alcohol, toxic substances, and controlled substances as defined in Tesfa International School’s Drug-Free Workplace/Drug-Free School policy.

- C. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any schoolsponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of Tesfa International School; or during any period of time such employee is supervising students on behalf of Tesfa International School or otherwise engaged in Tesfa International School business.

IV. STUDENTS

A. Instruction

1. The school shall provide an instructional program in chemical abuse and the prevention of chemical dependency as appropriate and necessary. Tesfa International School may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. For instruction deemed necessary and appropriate, each school shall have age-appropriate and developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as appropriate;

 - b. promote a sense of individual responsibility;

 - c. teach students that most people do not illegally use drugs;

 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;

- e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. The school may 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 as appropriate.
 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 as appropriate.
 6. As appropriate, the school shall have drug and violence prevention activities that may include the following:
 - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
 - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
 - c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

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

B. Reports of Chemical Use and Abuse

- 1. In the event that a Tesfa International School employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:
 - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by Tesfa International School officials shall be in accordance with school board policies regarding search and seizure.
 - e. Tesfa International 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 Tesfa International School employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
 - a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. §121A.40-121A.56, and proposed for expulsion.
4. Searches by Tesfa International School officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

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

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

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

2. Destruction of Records

- a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
- 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 at Tesfa International School.
- c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. Consent

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

F. School and Community Advisory Team

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

V. **EMPLOYEES**

- A. The Director 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. Tesfa International School's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, rehabilitation, reentry and/or assistance programs available to employees and/or students.
- B. The Director shall notify any federal granting agency required to be notified under the

Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

Adopted:

Revised:

TESFA INTERNATIONAL SCHOOL
DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL (418)

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other Tesfa International School personnel, or member of the public to use alcohol, toxic substances, or controlled substances in any school location.
- C. Tesfa International 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.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or

possessed with the intent of inducing intoxication or excitement of the central nervous system.

- D. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- E. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- F. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of Tesfa International School; or during any period of time such employee is supervising students on behalf of Tesfa International School or otherwise engaged in Tesfa International 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 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).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with Tesfa International School’s student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or

her supervisor. The employee may be required to provide a copy of the prescription.

- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to Tesfa International School's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the director.
- F. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

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

B. Employees

- 1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a Tesfa International 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

statute.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by Tesfa International 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 nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and Tesfa International School policies.

C. The Public

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

Adopted:

Revised:

