ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

A Tradition of Excellence, One Student at a Time

Agenda for February 23, 2022
6:30 PM
Rockford Community Center
7600 County Rd 50
Rockford, MN 55373

1. **CALL MEETING TO ORDER**
   - A. Pledge of Allegiance
   - B. Board Roll Call
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**
4. **CONSENT ITEMS**
   - A. Consent--Approval of Minutes 3
   - B. Consent--Personnel 13
   - C. Consent--Approval of Bills and Wire Transfers 14
   - D. Consent--Approval of Open Enrollments 32
   - E. Consent -- Teacher Seniority List 33
   - F. Consent-- Approval of Teacher Master Agreement 42
5. **HIGH STUDENT ACHIEVEMENT**
   - A. International Travel 85
   - B. Director of Teaching and Learning's Report 105
6. **SAFE & WELCOMING ENVIRONMENT**
   - A. Abatement Bond Proposal 108
7. **FISCAL RESPONSIBILITY**
   - A. Resolution of Acknowledgement of Contributions/Donations 130
   - B. New Auditor Services 131
   - C. Revised Budget 2021-2022 154
   - D. COVID Funds Update 173
8. **EFFICIENT & EFFECTIVE OPERATIONS**
   - A. Technology Report 184
   - B. Policies 102, 406, 413, 425, 501, 503, 507, 515, 524, and 534 first reading 200
   - C. Policies changed by MSBA 280
   - D. IDEA Resolution 448
9. **BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS**
   - A. School Board Recognition
   - B. Work Session on Monday, March 21, 2022, at 5:30 p.m. in the Rockford Community Center.

Regular Meeting of the Board of Education: Monday, March 21, 2022, at 6:30 p.m. in the Rockford Community Center.

C. Board Committee Updates

10. **ADJOURNMENT**

Our Mission: *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

Our Vision: *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

Rockford Board of Education

Brady Anderson
Amy Edwards
Eric Gordee
Jessica Johnson
Jenny Kneeland
Beth Praska
Superintendent Rhonda Dean

ROCKFORD AREA SCHOOLS

Independent School District 883
School Board Special Meeting Minutes
Tuesday, January 18, 2022

The Rockford Board of Education met in a special meeting on Tuesday, January 18, 2022, in-person in the Rockford Community Center. Chair Edwards called the special meeting to order at 7:00 am. Members Kneeland, Gordee, Praska, Anderson, and Edwards were present. Clerk Johnson was absent. Also present were Superintendent Rhonda Dean and Legal Counsel Peter Martin.

Praska motioned to approve the agenda, as presented. Kneeland seconded. *Motion carried unanimously*.

Treasurer Gordee presented the draft Victim Impact Statement of the Rockford Area School District for the board to review, make changes and approve.

Gordee motioned to approve the Victim Impact Statement as presented. Praska seconded. *Motion carried unanimously*.

Gordee motioned, Kneeland seconded, to adjourn the meeting at 7:53 a.m. *Motion carried unanimously*.

Ivonne Padilla
Recorder

Jessica Johnson
Clerk

Pursuant to Minnesota Statutes 13D.021 with regards to the COVID-19 pandemic, the meeting was held by conference call. The Rockford Board of Education met in a work session on Wednesday, January 19, 2022, via teleconference. Beth Praska called the work session meeting to order at 5:30 pm. Members Kneeland, Gordee, Praska, Anderson, and Edwards were present. Member Johnson was absent. Also present were Superintendent Rhonda Dean, and Director of Teaching and Learning Kevin Keller.

Edwards motioned to approve the agenda, as presented. Gordee seconded. By roll call vote, the following voted in favor: Anderson, Edwards, Praska, Gordee, and Kneeland. *Motion carried unanimously*.

Superintendent Dean and Director Keller presented the proposed calendar for the school years 2022-2023 and 2023-2024.

Due to limited time, the Board was not able to review the committee assignments and will add them to the agenda for the next work session.

A Work Session is scheduled on Monday, February 7 at 6:30 p.m in the RCC.
A regular Board Meeting is scheduled for Wednesday, February 23, 2022, at 6:30 p.m. in the RCC.

Anderson motioned, Edwards seconded, to adjourn the meeting at 6:16 p.m. By roll call vote, the following voted in favor: Anderson, Edwards, Praska, Gordee, and Kneeland. *Motion carried unanimously*.

Ivonne Padilla
Recorder

Jessica Johnson
Clerk

Independent School District #883

Regular School Board Meeting

January 19, 2022

Pursuant to Minnesota Statutes 13D.021 with regards to the COVID-19 pandemic, the meeting will be via teleconference. Chair Edwards called the meeting to order at 6:30 p.m.

Pledge of Allegiance

The meeting opened with the Pledge of Allegiance.

Board Roll Call

Members present: *Anderson, Edwards, Johnson, Kneeland, Praska, and Superintendent Dean. Treasurer Gordee was absent at the time of Board roll call.* Also present were *Director of Teaching and Learning Kevin Keller, Principals Brenda Nyhus, Bobbi Anderson-Hume, Paul Menard, and POSA Rob Danneker.*

APPROVAL OF AGENDA

Motion by Anderson, seconded by Praska, to approve the agenda as presented. On a roll call vote, the following voted in favor: Anderson, Edwards, Gordee, Kneeland, Johnson, and Praska. The following voted against: None. Motion passed unanimously.

PUBLIC COMMENTS

None

CONSENT ITEMS

Motion by Anderson, seconded by Kneeland, to approve the agenda as presented. On a roll call vote, the following voted in favor: Anderson, Edwards, Kneeland, Johnson, and Praska. The following voted against: None. Member Gordee was absent. Motion passed unanimously.

- ***Minutes:***
  December 17, 2021, Work Session
  December 20, 2021, Regular Meeting
  December 22, 2021, Special Meeting
  January 3, 2022, Organizational Meeting

- ***Personnel:***

Status	First Name	Last Name	Position	Date(s)
Hire	Krissy	Yaedke	Paraprofessional	12/13/2021
Hire	Leah	Dungan	Long Term Substitute	1/4/2022
Hire	Ron	Walters	8th Grade Basketball	1/4/2022
Hire	Alexandria	Von Holtum	RCC Student Worker	1/10/2022
Hire	Samantha	Hill	SPED Para	1/10/2022
Hire	Tehya	Reinbold	Substitute	1/17/2022
Hire	Stephanie	Reichert	SPED Secretary	1/25/2022
Hire	Michelle	Herou	REAMS Secretary	1/26/2022
Hire	Sloan	Wallgren	Boys Varsity Golf Coach	Spring 2022
Hire	Jeff	Dickman	Cross Country Coach	Fall 2022
Resignation	Laura	Sundell	RCC Front Desk	12/28/2021
Resignation	Kassandra	Otto	SPED Teacher	3/25/2022
Retirement	Randy	Griffith	REAMS Phy Ed Teacher	6/6/2022

- ***Bills and Wire Transfers:***

December 2021 (listing attached)

Fund 01	*$ 703,490.25*
Fund 02	*80,528.39*
Fund 04	*12,030.44*
Fund 07	*0.00*
Fund 21	*13,846.77*
Fund 45	*20.83*
Total:	*$ 809,916.68*

Note: Reconciled as of 1/13/2022 by Tanley Lego, Business Manager

- ***Open Enrollments:***

Resident Students Attending Other Schools

Grade	Non-Resident District	Number	Date Effective	NR/OE
K	Orono	278	01/10/2022	OE

Non-Resident Students Attending Rockford

Grade	Resident District	Number	Date Effective	NR/OE
8	St. Michael-Albertville	885	12/30/2021	NR

HIGH STUDENT ACHIEVEMENT

- **Director of Teaching and Learning Report -** Director Keller presented the proposed calendar for the school years 2022-2023 and 2023-2024. This is a first read. The calendar if ready, will be an action item at the next board meeting.

Member Gordee joined the meeting at 6:53 p.m.

FISCAL RESPONSIBILITY

Johnson motioned, seconded by Kneeland, to approve the following resolution as presented:

- **Resolution of Acknowledgement of Contributions/Donations**

  WHEREAS Minnesota Statute 123B.02 permits school boards to "receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. On that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

  THEREFORE, be it resolved by the School Board of Rockford Area Schools, Independent School District 883 that the School Board accepts, with appreciation, the contributions detailed below.

Donor	*Amount*	*Fund*
Mike and Katelin Roering	New Legos, Carboard Block, Wooden Trains/Train Tracks	Preschool Program at REAMS

  On a roll call vote, the following voted in favor: Anderson, Gordee, Kneeland, Johnson, Praska, and Edwards. And the following voted against: None. *Whereupon said resolution was declared duly passed and adopted.*

- **Resolution directing the administration to make recommendations for reductions in programs and positions and reasons therefore**

  WHEREAS the financial condition of the school district dictates that the school board must reduce expenditures immediately, and WHEREAS this reduction in expenditure must include discontinuance of positions and discontinuance or curtailment of programs, and WHEREAS a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions, BE IT RESOLVED by the School Board of Independent School District #883, as follows:
  That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of program or positions to effectuate economies in the school district and reduce expenditures, make recommendations to the school board for

the discontinuance of programs, curtailment of programs, discontinuance of position and curtailment of positions.

Motioned by Gordee, seconded by Anderson. On a roll call vote, the following voted in favor: Anderson, Kneeland, Edwards, Gordee, Johnson, and Praska. And the following voted against: None. Whereupon said resolution was declared duly passed and adopted.

EFFICIENT & EFFECTIVE OPERATIONS

- **Resolution Establishing Combined Polling Places For Multiple Precincts And Designating Hours During Which The Polling Places Will Remain Open For Voting For School District Elections Not Held On The Day Of A Statewide Election**

BE IT RESOLVED by the School Board of Independent School District No.883, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

COMBINED POLLING PLACE:
Rockford Community Center
7600 County Road 50
Rockford, Minnesota

This combined polling place serves all territory in Independent School District No. 883 located in the City of Rockford, the City of Greenfield, the City of Corcoran, the City of Medina, the City of Maple Grove, the City of Independence, and the City of Hanover; and Rockford and Franklin Townships; Wright and Hennepin Counties, Minnesota.

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed.

The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

Motioned by Gordee, seconded by Johnson. On a roll call vote, the following voted in favor: Anderson, Kneeland, Edwards, Gordee, Johnson, and Praska. And the following voted against: None. Whereupon said resolution was declared duly passed and adopted.

- **Policy 806** - Superintendent Dean presented the final reading for Policy 806 and asked the board for approval.
  Motioned by Johnson, seconded by Praska to approve Policy 806 as presented. On a roll call vote, the following voted in favor: Anderson, Kneeland, Edwards, Gordee, Johnson, and Praska. And the following voted against: None. Motion carried unanimously.

- **Level II Grievance Response** - Chair Edwards open the floor for comments or discussion regarding the Board members' opinion regarding the level II grievance hearing presented on December 17, 2021 special session.

  Member Praska motioned to deny the grievance and move forward with the discipline letter with modified language. Member Kneeland seconded the motion. The following voted in favor: Gordee, Praska, Kneeland, Johnson, and Edwards. The following voted against: Anderson. Motion carried.

BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS

- **School Board Assignments** - Board members reviewed their committee assignments, making sure everyone is on the committee they selected.

Work Session on Monday, February 7, 2022, at 6:30pm, 2021, in the RCC.

Regular Meeting of the Board of Education on Wednesday, February 23, 2022, in the RCC at 6:30 p.m.

- **Board and Superintendent Updates**

  The Board and Superintendent gave updates on their committee assignments and events attended.

- Kneeland - Attended MSBA Conference, MSHSL Meeting.
- Anderson - Special sessions with the auditor, calendar modification approval, plea hearing regarding former Superintendent, special meeting of the BOE.
- Gordee - NWSISD Joint Powers Board Meeting, Facilities Committee Meeting, MSBA Conference.
- Johnson - EMR Negotiations, MAWSECO meeting, plea hearing.
- Edwards - EMR Negotiations, Pre-meetings with Superintendent Dean, AMSD meeting.
- Praska - EMR Negotiations, MSBA Coffee and Conversations, MSBA Conference, Pre-meeting with Superintendent Dean.
- Superintendent Dean - EMR Negotiations, ICS meetings, MSBA conference, MSHSL Diversity and Inclusion Committee meeting, prep meetings with board Chair and Vice-Chair, staffing meetings.

Johnson motioned to adjourn the meeting at 8:04 p.m. Gordee seconded. On a roll call vote, the following voted in favor: Anderson, Kneeland, Edwards, Gordee, Johnson, and Praska. And the following voted against: None. *Motion carried unanimously.*

Ivonne Padilla
Executive Assistant

Jessica Johnson
Clerk

The Rockford Board of Education met in a work session on Monday, February 7, 2022. Beth Praska called the work session meeting to order at 6:30 pm.

Board Roll Call
Members Kneeland, Gordee, Praska, Anderson, Johnson and Edwards were present. Also present were James Martin from Martin Law Firm PLLC and Margaret A. Skelton from Ratwik, Roszak & Maloney, P.A. legal counsel. Following the closed session, Superintendent Rhonda Dean, Director of Building and Grounds, Jim Leuer, and Ryan Hoffman from ICS were present.

Approval of the Agenda
Edwards motioned to approve the agenda, as presented. Gordee seconded. *Motion carried unanimously*.

Closed Session
Anderson motioned at 6:32pm to move the meeting into closed session for preliminary consideration pursuant to Min. Stat. § 13D.05, subd. 2(b) to discuss preliminary consideration of allegations or charges against individuals subject to the school board's authority. Johnson seconded the motion. Motion carried unanimously.

Adjournment of Closed Session
Gordee motioned to adjourn the closed session at 7:49pm. Anderson seconded. Motion carried unanimously.

Edwards motioned to recess till 8:00pm. Johnson seconded. Motion carried unanimously.

Edwards motioned to bring the meeting back into session at 8:02pm. Kneeland seconded. Motion carried unanimously.

Facilities
Director of Buildings and Grounds, Jim Leuer, and Ryan Hoffman of ICS presented an update on Facilities Planning.

Staffing Model
Superintendent Dean presented the staffing model for the 2022-2023 school year.

Superintendent's Goal Check In

Superintendent Dean and the school board reviewed and discussed Superintendent Dean's 2021-2022 goals.

Board Announcements

A regular Board Meeting is scheduled for Wednesday, February 23, 2022, at 6:30 p.m. in the RCC.

Adjournment

Gordee motioned to adjourn the meeting at 9:53pm. Kneeland seconded the motion. Motion carried unanimously.

Jessica Johnson
Recorder and Clerk

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent Personnel

Meeting Date: February 23, 2022

Prepared By: Department of Human Resources

Date Prepared: February 15, 2022

	Information		Briefing	X	Action		Enclosure Item(s)

Personnel Items:

Status	First Name	Last Name	Position	Date(s)
Hire	Jacob	Praska	Temporary PT Custodian	2/1/2022
Hire	Jazmyn	Weddig	AVID Tutor	2/1/2022
Hire	Victoria	Thompson	AVID Tutor	2/1/2022
Hire	Kimberly	Archibald	SPED Teacher	2/8/2022
Hire	Lucas	Jensen-Schneider	Long Term Substitute Teacher	2/14/2022
Hire	Ellie	Engstrom	RMS Counselor	2/14/2022
Hire	Jackelyn	Bekius	REAMS Counselor	2/22/2022
Hire	Allison	Mesassa	REAMS Counselor	2/22/2022
Hire	Joe	Huber	Boys Tennis Coach	2021-22 Season
Position Change	Krissy	Yaedke	SPED Teacher	2/3/2022
Leave of Absence	Sue	Kettenacker	Teacher	03/07/2022 - TBD
Resignation	Michael	Rask	REAMS Counselor	1/27/2022
Resignation	Robbie	D'Amato	JV Baseball Coach	1/27/2022
Resignation	Kacey	Reece	Third Grade Teacher	2/22/2022
Resignation	Leah	Hogle	Boys Tennis Coach	2021-22 Season

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent Bills and Wires in January 2022

Meeting Date: February 23 , 2022

Prepared by: Tanley Lego

Date Prepared: February 16, 2022

[X] Information [ ] Briefing [X] Action [X] Enclosure Item(s)

January 2022 (listing attached)

Fund 01	$2,068,264.8
Fund 02	$76,765.76
Fund 04	$16,366.56
Fund 07	0.00
Fund 21	$7,529.87
Fund 45	$1,241.66
Total:	$2,170,168.65

Note: Reconciled as of 2/16/2022 by Tanley Lego, Business Manager

Rockford ISD #0883
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		55227		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT ASS		No	Yes	No	01/21/2022	84,185.73
AS2		55228		Wire	1	1938		TRA		No	Yes	No	01/21/2022	219,463.74
AS2		55229		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	Yes	No	01/21/2022	74,559.84
AS2		55230		Wire	1	1977		BLUE CROSS BLUE SHIELD of MN		No	Yes	No	01/21/2022	274,813.96
AS2		55231		Wire	1	2006		US GOVERNMENT		No	Yes	No	01/21/2022	436,752.98
AS2		55232		Wire	1	2470		MSRS		No	Yes	No	01/21/2022	31,108.88
AS2		55233		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	Yes	No	01/21/2022	1,294.00
AS2		55234		Wire	1	4050		AFLAC		No	Yes	No	01/21/2022	840.64
AS2		55235		Wire	1	4718		MN TRUST		No	Yes	No	01/21/2022	638.58
AS2		55236		Wire	1	5459		LEGAL SHIELD		No	Yes	No	01/21/2022	440.68
AS2		55237		Wire	1	6069		METLIFE		No	Yes	No	01/21/2022	8,866.17
AS2		55238		Wire	1	6431		HR SIMPLIFIED		No	Yes	No	01/21/2022	26,919.14
AS2		55239		Wire	1	7649		TSA CONSULTING GROUP, INC.		No	Yes	No	01/21/2022	73,432.07
AS2		55240		Wire	1	8119		GIS BENEFITS, INC.	S Corporation	No	Yes	No	01/21/2022	20,996.38
AS2		55241		Wire	1	4718		MN TRUST		No	Yes	No	01/21/2022	150.00
AS2		55242		Wire	1	4718		MN TRUST		No	Yes	No	01/21/2022	500.00
AS2	15	55243		Wire	1	4718		MN TRUST		No	Yes	No	01/21/2022	100.00
AS2		55244		Wire	1	4718		MN TRUST		No	Yes	No	01/21/2022	400.00
AS2		55329		Wire	1	4718		MN TRUST		No	Yes	No	01/31/2022	20.83
AS2		55330		Wire	1	4718		MN TRUST		No	Yes	No	01/31/2022	309.54
AS2		55390		Wire	1	4718		MN TRUST		No	Yes	No	01/31/2022	0.00
AS2		55047	101533	Check	1	4700		ISD 277		Yes	No	Yes	01/26/2022	(120.00)
AS2		55097	101580	Check	1	1269		T-MOBILE		Yes	Yes	No	01/03/2022	1,260.00
AS2		55098	101581	Check	1	1215		XCEL ENERGY		Yes	Yes	No	01/04/2022	14,385.29
AS2		55099	101582	Check	1	6377		DISH		Yes	Yes	No	01/05/2022	108.06
AS2		55110	101583	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	Yes	No	01/07/2022	87,500.65
AS2		55119	101584	Check	1	6623		ADVANCED IMAGING SOLUTIONS		Yes	Yes	No	01/07/2022	5,449.00
AS2		55116	101585	Check	1	5853	remit	ALL STATE COMMUNICATIONS, INC		Yes	Yes	No	01/07/2022	6,278.61
AS2		55120	101586	Check	1	6750		ART OF PROBLEM SOLVING		Yes	Yes	No	01/07/2022	2,610.00
AS2		55106	101587	Check	1	2553		BRECK SCHOOL		Yes	Yes	No	01/07/2022	250.00
AS2		55101	101588	Check	1	1180		CENTERPOINT ENERGY		Yes	Yes	No	01/07/2022	1,664.51
AS2		55107	101589	Check	1	2647	remit	CLIFTON LARSON ALLEN LLP		Yes	Yes	No	01/07/2022	3,675.00
AS2		55123	101590	Check	1	7570		CST MN - BIN # 170065		Yes	Yes	No	01/07/2022	40,000.00
AS2		55102	101591	Check	1	1200		CUB FOODS		Yes	Yes	No	01/07/2022	387.72
AS2		55126	101592	Check	1	7738	REMIT	GRANITE TELECOMMUNICATIONS, LLC		Yes	Yes	No	01/07/2022	719.60
AS2		55131	101593	Check	1	8333		HERDEGEN, CHARLES	Ind/Sole Proprietor	Yes	Yes	No	01/07/2022	3,913.02
AS2		55104	101594	Check	1	2323		HOUSE OF PRINT		Yes	Yes	No	01/07/2022	3,291.08
AS2		55130	101595	Check	1	8241		iHEALTH		Yes	Yes	No	01/07/2022	10,000.00
AS2		55112	101596	Check	1	4700		ISD 277		Yes	No	No	01/07/2022	140.00

Rockford ISD #0883
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		55125	101597	Check	1	7736		JOHNSON CONTROLS FIRE PROTECTI		Yes	Yes	No	01/07/2022	913.41
AS2		55100	101598	Check	1	1102		JW PEPPER		Yes	Yes	No	01/07/2022	277.99
AS2		55111	101599	Check	1	4613		KENNEDY AND GRAVEN		Yes	Yes	No	01/07/2022	396.18
AS2		55128	101600	Check	1	7998	REMIT	LITERACY RESOURCES, LLC		Yes	Yes	No	01/07/2022	87.99
AS2		55124	101601	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	Yes	No	01/07/2022	365.00
AS2		55114	101602	Check	1	5795	remit 2	MEDCO SURGICAL SUPPLY SERVICE		Yes	Yes	No	01/07/2022	4,442.18
AS2		55117	101603	Check	1	6106	remit	NATIONAL FFA ORGANIZATION		Yes	Yes	No	01/07/2022	210.80
AS2		55127	101604	Check	1	7851		PERFORMANCE ELITE GYMNASTICS		Yes	Yes	No	01/07/2022	400.00
AS2		55105	101605	Check	1	2398		PERFORMANCE TOURS		Yes	Yes	No	01/07/2022	1,221.00
AS2		55108	101606	Check	1	3403		RANDY'S SANITATION INC		Yes	Yes	No	01/07/2022	2,158.29
AS2		55129	101607	Check	1	8086		RECDESK LLC		Yes	Yes	No	01/07/2022	4,400.00
AS2		55115	101608	Check	1	5796		REGENTS OF THE UNIVERSITY OF MIN		Yes	Yes	No	01/07/2022	295.00
AS2		55109	101609	Check	1	4155		REGION 4A		Yes	Yes	No	01/07/2022	50.00
AS2		55121	101610	Check	1	7387	remit	SFRC		Yes	Yes	No	01/07/2022	149.83
AS2		55118	101611	Check	1	6279		SHI INTERNATIONAL CORP.		Yes	Yes	No	01/07/2022	7,020.00
AS2		55132	101612	Check	1	8347		STARR COMMONWEALTH		Yes	Yes	No	01/07/2022	25.00
AS2	16	55122	101613	Check	1	7545		TEACHERS ON CALL		Yes	Yes	No	01/07/2022	8,389.08
AS2		55113	101614	Check	1	5149		TOLL COMPANY		Yes	Yes	No	01/07/2022	22.89
AS2		55103	101615	Check	1	1215		XCEL ENERGY		Yes	Yes	No	01/07/2022	6,772.21
AS2		55134	101616	Check	1	7981		AT&T MOBILITY		Yes	Yes	No	01/10/2022	38.23
AS2		55133	101617	Check	1	6356		MITEL NETSOLUTIONS		Yes	Yes	No	01/10/2022	3,478.87
AS2		55135	101618	Check	1	1394		MBNA/BUSINESS CARD		Yes	Yes	No	01/11/2022	12,440.79
AS2		55147	101619	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	Yes	No	01/14/2022	48,917.05
AS2		55148	101620	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	Yes	No	01/14/2022	10,762.40
AS2		55146	101621	Check	1	2237		BERGMANN, TROY	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	184.00
AS2		55143	101622	Check	1	1180		CENTERPOINT ENERGY		Yes	Yes	No	01/14/2022	13,773.99
AS2		55169	101623	Check	1	8265		DOMINO'S PIZZA		Yes	No	No	01/14/2022	38.65
AS2		55152	101624	Check	1	5658		EASTBAY INC.		Yes	Yes	No	01/14/2022	1,260.00
AS2		55166	101625	Check	1	8000		ECLIPSE PAINTING, INC.		Yes	Yes	No	01/14/2022	9,500.00
AS2		55170	101626	Check	1	8353		EDMONSON, PETER	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	99.00
AS2		55160	101627	Check	1	7344		FIRST		Yes	Yes	No	01/14/2022	4,000.00
AS2		55156	101628	Check	1	6481		GRADY'S ACE HARDWARE		Yes	Yes	No	01/14/2022	601.78
AS2		55174	101629	Check	1	8360		HAWKINSON, NICHOLAS	Ind/Sole Proprietor	Yes	No	No	01/14/2022	68.00
AS2		55140	101630	Check	1	1057		HILLYARD		Yes	Yes	No	01/14/2022	126.48
AS2		55142	101631	Check	1	1102		JW PEPPER		Yes	Yes	No	01/14/2022	336.84
AS2		55168	101632	Check	1	8256		KAMIDA INC	S Corporation	Yes	No	No	01/14/2022	13,062.50
AS2		55157	101633	Check	1	6743	remit2	LEARNING A-Z		Yes	Yes	No	01/14/2022	99.00
AS2		55164	101634	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	Yes	No	01/14/2022	415.00
AS2		55138	101635	Check	1	1014		MASA/MASE		Yes	No	No	01/14/2022	99.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		55139	101636	Check	1	1044		MAWSECO #938		Yes	Yes	No	01/14/2022	201,077.96
AS2		55144	101637	Check	1	1471		MCEA		Yes	No	No	01/14/2022	676.00
AS2		55162	101638	Check	1	7608		MOYNAGH, ROBERT JR.	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	123.00
AS2		55153	101639	Check	1	6106	remit	NATIONAL FFA ORGANIZATION		Yes	Yes	No	01/14/2022	25.00
AS2		55173	101640	Check	1	8359		NICKLAUS, TODD	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	68.00
AS2		55161	101641	Check	1	7607		OXHERD PIZZA, INC.		Yes	No	No	01/14/2022	63.79
AS2		55167	101642	Check	1	8097		PADLET		Yes	No	No	01/14/2022	1,020.00
AS2		55159	101643	Check	1	7160		PAGGEN, ANTHONY	Ind/Sole Proprietor	Yes	No	No	01/14/2022	123.00
AS2		55163	101644	Check	1	7641		PERRY, JOHN	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	123.00
AS2		55172	101645	Check	1	8356		RICE UNIVERSITY		Yes	Yes	No	01/14/2022	825.00
AS2		55149	101646	Check	1	4535		ROCKFORD/GREENFIELD CHAMBER O		Yes	No	No	01/14/2022	15.00
AS2		55151	101647	Check	1	4937		RUSSELL SECURITY RESOURCE INC		Yes	Yes	No	01/14/2022	788.00
AS2		55158	101648	Check	1	6831		SCHMEICHEL, DAVID	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	123.00
AS2		55154	101649	Check	1	6279		SHI INTERNATIONAL CORP.		Yes	Yes	No	01/14/2022	9,220.00
AS2		55155	101650	Check	1	6357		SOLOMON, RICARDO	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	123.00
AS2		55171	101651	Check	1	8354		STARR, ALAN	Ind/Sole Proprietor	Yes	Yes	No	01/14/2022	123.00
AS2	17	55165	101652	Check	1	7780	REMIT	TEACHER SYNERGY, LLC		Yes	Yes	No	01/14/2022	413.97
AS2		55141	101653	Check	1	1089		TEACHER'S DISCOVERY		Yes	Yes	No	01/14/2022	119.00
AS2		55150	101654	Check	1	4719		TRACTOR SUPPLY CREDIT PLAN		Yes	Yes	No	01/14/2022	1,176.32
AS2		55145	101655	Check	1	1841		WRIGHT TECHNICAL CENTER		Yes	Yes	No	01/14/2022	2,674.44
AS2		55177	101656	Check	1	2009		EDUCATION FOUNDATION - EMR		Yes	Yes	No	01/18/2022	4,277.93
AS2		55180	101657	Check	1	2009		EDUCATION FOUNDATION - EMR		Yes	Yes	No	01/18/2022	4,277.93
AS2		55176	101658	Check	1	1644		ISD #883 EDUCATION FOUNDATION		Yes	No	No	01/18/2022	227.85
AS2		55179	101659	Check	1	1644		ISD #883 EDUCATION FOUNDATION		Yes	No	No	01/18/2022	227.85
AS2		55175	101660	Check	1	1969		SCHOOL SERVICE EMPLOYEES		Yes	Yes	No	01/18/2022	753.34
AS2		55178	101661	Check	1	1969		SCHOOL SERVICE EMPLOYEES		Yes	Yes	No	01/18/2022	737.54
AS2		55188	101662	Check	1	1492		ADAM'S PEST CONTROL INC		Yes	Yes	No	01/19/2022	313.59
AS2		55208	101663	Check	1	7798		ALBIN ACQUISITION CORP		Yes	Yes	No	01/19/2022	12.00
AS2		55197	101664	Check	1	5853	remit	ALL STATE COMMUNICATIONS, INC		Yes	Yes	No	01/19/2022	6,285.00
AS2		55209	101665	Check	1	8102		CORNERSTONE EDCUATIONAL CONSU		Yes	Yes	No	01/19/2022	800.00
AS2		55201	101666	Check	1	7480		CORPORATE MECHANICAL, INC.		Yes	Yes	No	01/19/2022	509.50
AS2		55203	101667	Check	1	7570		CST MN - BIN # 170065		Yes	Yes	No	01/19/2022	52,257.56
AS2		55199	101668	Check	1	6727	remit	DAIKIN APPLIED		Yes	Yes	No	01/19/2022	1,351.00
AS2		55196	101669	Check	1	5658		EASTBAY INC.		Yes	Yes	No	01/19/2022	2,142.40
AS2		55184	101670	Check	1	1113		GRAINGER		Yes	Yes	No	01/19/2022	318.78
AS2		55204	101671	Check	1	7615		HASTY AWARDS		Yes	Yes	No	01/19/2022	411.68
AS2		55182	101672	Check	1	1057		HILLYARD		Yes	Yes	No	01/19/2022	40.10
AS2		55194	101673	Check	1	4673		INTEGRIPRINT		Yes	Yes	No	01/19/2022	878.17
AS2		55189	101674	Check	1	2014		J & R SCHOOL SUPPLIES		Yes	No	No	01/19/2022	100.00

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AS2		55193	101675	Check	1	4613		KENNEDY AND GRAVEN		Yes	Yes	No	01/19/2022	2,444.00
AS2		55187	101676	Check	1	1437		KOIVISTO ELECTRICAL		Yes	No	No	01/19/2022	763.70
AS2		55198	101677	Check	1	6603		LANO EQUIPMENT -LORETTO		Yes	Yes	No	01/19/2022	2,382.99
AS2		55206	101678	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	Yes	No	01/19/2022	160.00
AS2		55213	101679	Check	1	8349		MATH PLAYGROUND LLC	Ind/Sole Proprietor	Yes	No	No	01/19/2022	299.00
AS2		55190	101680	Check	1	2216		MENARDS INC		Yes	Yes	No	01/19/2022	99.29
AS2		55181	101681	Check	1	1039		MINNESOTA ELEVATOR, INC		Yes	Yes	No	01/19/2022	442.84
AS2		55186	101682	Check	1	1311		MN DEPT OF LABOR AND INDUSTRY		Yes	Yes	No	01/19/2022	55.00
AS2		55200	101683	Check	1	6913		NEE INVESTMENT 9, LLC		Yes	Yes	No	01/19/2022	158.63
AS2		55211	101684	Check	1	8144		OXFORD UNIVERSITY PRESS USA		Yes	Yes	No	01/19/2022	1,120.83
AS2		55195	101685	Check	1	5252		PROFESSIONAL WIRELESS COMMUNI(		Yes	Yes	No	01/19/2022	158.00
AS2		55191	101686	Check	1	2537		REGION V		Yes	Yes	No	01/19/2022	6,287.50
AS2		55185	101687	Check	1	1152		RESOURCE TRAINING & SOLUTIONS		Yes	Yes	No	01/19/2022	1,080.00
AS2		55212	101688	Check	1	8336		SAWSTOP, LLC		Yes	Yes	No	01/19/2022	147.00
AS2		55183	101689	Check	1	1091		SCHMITT MUSIC CENTER		Yes	Yes	No	01/19/2022	293.00
AS2		55210	101690	Check	1	8143		SCRIBBLES SOFTWARE	C Corporation	Yes	Yes	No	01/19/2022	120.90
AS2	18	55205	101691	Check	1	7676		SOLUTION TREE INC		Yes	Yes	No	01/19/2022	23.95
AS2		55192	101692	Check	1	4387		TAHER INC - BIN# 135092		Yes	Yes	No	01/19/2022	76,684.66
AS2		55202	101693	Check	1	7545		TEACHERS ON CALL		Yes	Yes	No	01/19/2022	4,684.35
AS2		55207	101694	Check	1	7786	REMIT	TERRAFORM PHOENIX II ARCADIA		Yes	Yes	No	01/19/2022	63.80
AS2		55215	101695	Check	1	1369		ABC LETTERING		Yes	No	No	01/21/2022	231.00
AS2		55214	101696	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	01/21/2022	10,010.23
AS2		55216	101697	Check	1	5507		CITY OF GREENFIELD WATER & SEWE		Yes	Yes	No	01/21/2022	894.49
AS2		55219	101698	Check	1	7681		INTERNATIONAL BACCALAUREATE OR		Yes	Yes	No	01/21/2022	157.00
AS2		55220	101699	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	Yes	No	01/21/2022	395.00
AS2		55221	101700	Check	1	7857		MCLEOD COMMUNITY SOLAR ONE LLC		Yes	Yes	No	01/21/2022	567.72
AS2		55222	101701	Check	1	7858		MEEKER COMMUNITY SOLAR ONE LLC		Yes	Yes	No	01/21/2022	690.61
AS2		55218	101702	Check	1	7607		OXHERD PIZZA, INC.		Yes	No	No	01/21/2022	90.00
AS2		55224	101703	Check	1	8341		PIONEER VALLEY BOOKS	S Corporation	Yes	Yes	No	01/21/2022	49.50
AS2		55217	101704	Check	1	7387	remit	SFRC		Yes	Yes	No	01/21/2022	74.69
AS2		55226	101705	Check	1	8364		SPRING HILL SUITES - MPLS WEST		Yes	Yes	No	01/21/2022	765.94
AS2		55223	101706	Check	1	8091		TILL360 LLC		Yes	Yes	No	01/21/2022	283.01
AS2		55225	101707	Check	1	8363		WESELY, HANNAH		Yes	Yes	No	01/21/2022	81.10
AS2		55245	101708	Check	1	6120		ZAYO GROUP, LLC		Yes	No	No	01/25/2022	4,016.24
AS2		55246	101709	Check	1	1192		VERIZON WIRELESS		Yes	No	No	01/26/2022	450.18
AS2		55256	101710	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	No	No	01/28/2022	85,996.21
AS2		55287	101711	Check	1	8365		ALLEY, NICOLE	Ind/Sole Proprietor	Yes	No	No	01/28/2022	153.50
AS2		55263	101712	Check	1	6791		BARFKNECHT, ALAN		Yes	No	No	01/28/2022	246.00
AS2		55253	101713	Check	1	2237		BERGMANN, TROY	Ind/Sole Proprietor	Yes	No	No	01/28/2022	208.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		55257	101714	Check	1	4472		BOLLANT JOE		Yes	No	No	01/28/2022	189.00
AS2		55254	101715	Check	1	4138		BROUGH, TONY		Yes	No	No	01/28/2022	132.00
AS2		55289	101716	Check	1	8367		BUCKENTINE, JIM	Ind/Sole Proprietor	Yes	No	No	01/28/2022	68.00
AS2		55284	101717	Check	1	8222		CBIZ INVESTMENT ADVISORY SERVICE	LLC - C Corp	Yes	No	No	01/28/2022	6.79
AS2		55271	101718	Check	1	7570		CST MN - BIN # 170065		Yes	No	No	01/28/2022	40,000.00
AS2		55273	101719	Check	1	7613		DAHL, DENIS		Yes	No	No	01/28/2022	123.00
AS2		55272	101720	Check	1	7571		DAVID BANK STUDIO		Yes	No	No	01/28/2022	124.00
AS2		55252	101721	Check	1	2159		DELANO PUBLIC SCHOOLS		Yes	No	No	01/28/2022	115.00
AS2		55264	101722	Check	1	6829		DRUSCH, MERLYN		Yes	No	No	01/28/2022	123.00
AS2		55267	101723	Check	1	7367		DUSSL, DANIEL	Ind/Sole Proprietor	Yes	No	No	01/28/2022	289.50
AS2		55260	101724	Check	1	5992		ECM PUBLISHERS, INC.		Yes	No	No	01/28/2022	253.29
AS2		55279	101725	Check	1	8077		ETHAN, THOMAS		Yes	No	No	01/28/2022	68.00
AS2		55278	101726	Check	1	7825		FLYLEAF PUBLISHING, LLC		Yes	No	No	01/28/2022	638.96
AS2		55268	101727	Check	1	7393		FRITZ, BRIAN		Yes	No	No	01/28/2022	189.00
AS2		55269	101728	Check	1	7414		HAAS, CASEY		Yes	No	No	01/28/2022	123.00
AS2		55281	101729	Check	1	8134		HEMMANN, MICHAEL	Ind/Sole Proprietor	Yes	No	No	01/28/2022	123.00
AS2	19	55286	101730	Check	1	8361		KAMIDA CONCRETE CONSTRUCTION,	S Corporation	Yes	No	No	01/28/2022	6,792.50
AS2		55290	101731	Check	1	8368		KAMMERER, CAITLIN	Ind/Sole Proprietor	Yes	No	No	01/28/2022	132.00
AS2		55274	101732	Check	1	7628		KOPPI, WILLIAM		Yes	No	No	01/28/2022	123.00
AS2		55262	101733	Check	1	6603		LANO EQUIPMENT -LORETTO		Yes	No	No	01/28/2022	1,941.58
AS2		55276	101734	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	01/28/2022	540.00
AS2		55277	101735	Check	1	7822		MASLOWSKI, ROBERT	Ind/Sole Proprietor	Yes	No	No	01/28/2022	123.00
AS2		55292	101736	Check	1	8371		MUNDT, TYLER	Ind/Sole Proprietor	Yes	No	No	01/28/2022	68.00
AS2		55288	101737	Check	1	8366		PRICE, LISA	Ind/Sole Proprietor	Yes	No	No	01/28/2022	131.50
AS2		55248	101738	Check	1	1230		RATWIK, ROSZAK & MALONEY, P.A.		Yes	No	No	01/28/2022	540.50
AS2		55259	101739	Check	1	5796		REGENTS OF THE UNIVERSITY OF MIN		Yes	No	No	01/28/2022	60.00
AS2		55255	101740	Check	1	4155	remit	REGION 4A		Yes	No	No	01/28/2022	200.00
AS2		55247	101741	Check	1	1152		RESOURCE TRAINING & SOLUTIONS		Yes	No	No	01/28/2022	105.00
AS2		55251	101742	Check	1	2086	REMIT2	RIVERSIDE INSIGHTS		Yes	No	No	01/28/2022	517.00
AS2		55258	101743	Check	1	5318		SANDENO, RANDY	Ind/Sole Proprietor	Yes	No	No	01/28/2022	137.50
AS2		55283	101744	Check	1	8177		SOUERS, RANDY	Ind/Sole Proprietor	Yes	No	No	01/28/2022	123.00
AS2		55291	101745	Check	1	8369		STORHAUG, BRADY	Ind/Sole Proprietor	Yes	No	No	01/28/2022	225.00
AS2		55261	101746	Check	1	6437		TASC		Yes	No	No	01/28/2022	172.00
AS2		55270	101747	Check	1	7545		TEACHERS ON CALL		Yes	No	No	01/28/2022	6,498.86
AS2		55249	101748	Check	1	1269		T-MOBILE		Yes	No	No	01/28/2022	1,260.00
AS2		55285	101749	Check	1	8261		TOTAL NETWORX, INC.	S Corporation	Yes	No	No	01/28/2022	5,131.00
AS2		55250	101750	Check	1	1828		TRAEN, TODD		Yes	No	No	01/28/2022	103.00
AS2		55265	101751	Check	1	6834		URBAN, NICHOLAS		Yes	No	No	01/28/2022	246.00
AS2		55282	101752	Check	1	8170	remit	US BANCORP GOVN'T LEASING & FINA	C Corporation	Yes	No	No	01/28/2022	7,569.12

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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		55266	101753	Check	1	6942	remit2	WALSWORTH		Yes	No	No	01/28/2022	2,608.27
AS2		55280	101754	Check	1	8128		WEBER, SAMUEL	Ind/Sole Proprietor	Yes	No	No	01/28/2022	189.00
AS2		55275	101755	Check	1	7629		ZORO		Yes	No	No	01/28/2022	209.59
													Bank Total:	$2,170,168.65
WEST		55389		Wire	1	1968		BANKWEST ROCKFORD		Yes	Yes	Yes	01/31/2022	0.00
													Bank Total:	$0.00
													Report Total:	$2,170,168.65

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55097	AS2	1	1269		T-MOBILE	202207	0883	7718	0.00	1,260.00
											0883	55098	AS2	1	1215		XCEL ENERGY	202207	0883	7718	0.00	14,385.29
											0883	55100	AS2	1	1102		JW PEPPER	202207	0883	7718	0.00	76.00
											0883	55100	AS2	1	1102		JW PEPPER	202207	0883	7718	0.00	201.99
											0883	55101	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7718	0.00	1,480.98
											0883	55101	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7718	0.00	183.53
											0883	55102	AS2	1	1200		CUB FOODS	202207	0883	7718	0.00	93.79
											0883	55102	AS2	1	1200		CUB FOODS	202207	0883	7718	0.00	125.70
											0883	55102	AS2	1	1200		CUB FOODS	202207	0883	7718	0.00	22.45
											0883	55103	AS2	1	1215		XCEL ENERGY	202207	0883	7718	0.00	6,772.21
											0883	55106	AS2	1	2553		BRECK SCHOOL	202207	0883	7718	0.00	250.00
											0883	55107	AS2	1	2647	remit	CLIFTON LARSON ALLE	202207	0883	7718	0.00	3,675.00
											0883	55108	AS2	1	3403		RANDY'S SANITATION I	202207	0883	7718	0.00	2,158.29
											0883	55109	AS2	1	4155		REGION 4A	202207	0883	7718	0.00	50.00
											0883	55110	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7718	0.00	85,364.45
											0883	55111	AS2	1	4613		KENNEDY AND GRAVEI	202207	0883	7718	0.00	396.18
											0883	55113	AS2	1	5149		TOLL COMPANY	202207	0883	7718	0.00	22.89
											0883	55114	AS2	1	5795	remit	MEDCO SURGICAL SUI	202207	0883	7718	0.00	4,442.18
											0883	55115	AS2	1	5796		REGENTS OF THE UNI\	202207	0883	7718	0.00	295.00
											0883	55116	AS2	1	5853	remit	ALL STATE COMMUNIC	202207	0883	7718	0.00	6,278.61
											0883	55118	AS2	1	6279		SHI INTERNATIONAL C(	202207	0883	7718	0.00	7,020.00
											0883	55119	AS2	1	6623		ADVANCED IMAGING S	202207	0883	7718	0.00	5,449.00
											0883	55120	AS2	1	6750		ART OF PROBLEM SOL'	202207	0883	7718	0.00	2,610.00
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	6.06
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	5.89
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	13.83
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	6.24
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	6.24
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	5.98
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	55.32
											0883	55121	AS2	1	7387	remit	SFRC	202207	0883	7718	0.00	50.27
											0883	55122	AS2	1	7545		TEACHERS ON CALL	202207	0883	7718	0.00	5,788.75
											0883	55122	AS2	1	7545		TEACHERS ON CALL	202207	0883	7718	0.00	2,197.14
											0883	55123	AS2	1	7570		CST MN - BIN # 170065	202207	0883	7718	0.00	40,000.00
											0883	55124	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	305.00
											0883	55124	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	30.00
											0883	55124	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	30.00
											0883	55125	AS2	1	7736		JOHNSON CONTROLS	202207	0883	7718	0.00	913.41

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55126	AS2	1	7738		REMIGRANITE TELECOMMU	202207	0883	7718	0.00	719.60
											0883	55128	AS2	1	7998		REMILITERACY RESOURCE	202207	0883	7718	0.00	87.99
											0883	55130	AS2	1	8241		iHEALTH	202207	0883	7718	0.00	10,000.00
											0883	55131	AS2	1	8333		HERDEGEN, CHARLES	202207	0883	7718	0.00	3,637.50
											0883	55131	AS2	1	8333		HERDEGEN, CHARLES	202207	0883	7718	0.00	275.52
											0883	55132	AS2	1	8347		STARR COMMONWEAL	202207	0883	7718	0.00	25.00
											0883	55133	AS2	1	6356		MITEL NETSOLUTIONS	202207	0883	7718	0.00	3,478.87
											0883	55134	AS2	1	7981		AT&T MOBILITY	202207	0883	7718	0.00	38.23
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	401.76
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	19.45
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	399.00
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	765.27
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	48.58
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	152.50
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	401.64
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	963.61
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	179.89
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	79.15
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	288.15
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	2,955.00
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	308.90
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	102.99
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	881.82
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	33.68
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	247.74
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	191.83
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	99.00
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	2,997.44
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	94.10
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	68.00
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	94.65
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	63.04
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	296.90
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARD	202207	0883	7718	0.00	49.98
											0883	55138	AS2	1	1014		MASA/MASE	202207	0883	7718	0.00	99.00
											0883	55139	AS2	1	1044		MAWSECO #938	202207	0883	7718	0.00	201,077.96
											0883	55140	AS2	1	1057		HILLYARD	202207	0883	7718	0.00	126.48
											0883	55141	AS2	1	1089		TEACHER'S DISCOVER	202207	0883	7718	0.00	119.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55142	AS2	1	1102		JW PEPPER	202207	0883	7718	0.00	101.70
											0883	55142	AS2	1	1102		JW PEPPER	202207	0883	7718	0.00	235.14
											0883	55143	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7718	0.00	393.86
											0883	55143	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7718	0.00	12,890.30
											0883	55143	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7718	0.00	489.83
											0883	55145	AS2	1	1841		WRIGHT TECHNICAL C	202207	0883	7718	0.00	2,674.44
											0883	55146	AS2	1	2237		BERGMANN, TROY	202207	0883	7718	0.00	99.00
											0883	55146	AS2	1	2237		BERGMANN, TROY	202207	0883	7718	0.00	85.00
											0883	55147	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7718	0.00	47,751.85
											0883	55148	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7718	0.00	10,762.40
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	0.00	6.18
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	1,349.99	0.00
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	0.00	52.94
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	0.00	2,349.98
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	0.00	82.44
											0883	55150	AS2	1	4719		TRACTOR SUPPLY CRE	202207	0883	7718	0.00	34.77
											0883	55151	AS2	1	4937		RUSSELL SECURITY RI	202207	0883	7718	0.00	788.00
											0883	55152	AS2	1	5658		EASTBAY INC.	202207	0883	7718	0.00	1,260.00
											0883	55154	AS2	1	6279		SHI INTERNATIONAL C	202207	0883	7718	0.00	9,220.00
											0883	55155	AS2	1	6357		SOLOMON, RICARDO	202207	0883	7718	0.00	123.00
											0883	55156	AS2	1	6481		GRADY'S ACE HARDW/	202207	0883	7718	0.00	601.78
											0883	55157	AS2	1	6743	remit2	LEARNING A-Z	202207	0883	7718	0.00	99.00
											0883	55158	AS2	1	6831		SCHMEICHEL, DAVID	202207	0883	7718	0.00	123.00
											0883	55159	AS2	1	7160		PAGGEN, ANTHONY	202207	0883	7718	0.00	123.00
											0883	55160	AS2	1	7344		FIRST	202207	0883	7718	0.00	4,000.00
											0883	55162	AS2	1	7608		MOYNAGH, ROBERT JF	202207	0883	7718	0.00	123.00
											0883	55163	AS2	1	7641		PERRY, JOHN	202207	0883	7718	0.00	123.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	80.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	80.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	30.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	35.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	30.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	80.00
											0883	55164	AS2	1	7697		MARISELA V NELSON II	202207	0883	7718	0.00	80.00
											0883	55165	AS2	1	7780	REMI	TEACHER SYNERGY, LI	202207	0883	7718	0.00	137.99
											0883	55165	AS2	1	7780	REMI	TEACHER SYNERGY, LI	202207	0883	7718	0.00	137.99
											0883	55165	AS2	1	7780	REMI	TEACHER SYNERGY, LI	202207	0883	7718	0.00	137.99
											0883	55166	AS2	1	8000		ECLIPSE PAINTING, IN	202207	0883	7718	0.00	9,500.00

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55167	AS2	1	8097		PADLET	202207	0883	7718	0.00	1,020.00
											0883	55168	AS2	1	8256		KAMIDA INC	202207	0883	7718	0.00	13,062.50
											0883	55170	AS2	1	8353		EDMONSON, PETER	202207	0883	7718	0.00	99.00
											0883	55171	AS2	1	8354		STARR, ALAN	202207	0883	7718	0.00	123.00
											0883	55172	AS2	1	8356		RICE UNIVERSITY	202207	0883	7718	0.00	825.00
											0883	55173	AS2	1	8359		NICKLAUS, TODD	202207	0883	7718	0.00	68.00
											0883	55174	AS2	1	8360		HAWKINSON, NICHOLA	202207	0883	7718	0.00	68.00
											0883	55175	AS2	1	1969		SCHOOL SERVICE EMF	202207	0883	7718	0.00	753.34
											0883	55176	AS2	1	1644		ISD #883 EDUCATION F	202207	0883	7718	0.00	227.85
											0883	55177	AS2	1	2009		EDUCATION FOUNDAT	202207	0883	7718	0.00	4,277.93
											0883	55178	AS2	1	1969		SCHOOL SERVICE EMF	202207	0883	7718	0.00	737.54
											0883	55179	AS2	1	1644		ISD #883 EDUCATION F	202207	0883	7718	0.00	227.85
											0883	55180	AS2	1	2009		EDUCATION FOUNDAT	202207	0883	7718	0.00	4,277.93
											0883	55181	AS2	1	1039		MINNESOTA ELEVATOF	202207	0883	7721	0.00	442.84
											0883	55182	AS2	1	1057		HILLYARD	202207	0883	7721	0.00	40.10
											0883	55183	AS2	1	1091		SCHMITT MUSIC CENT	202207	0883	7721	0.00	118.00
											0883	55183	AS2	1	1091		SCHMITT MUSIC CENT	202207	0883	7721	0.00	70.00
											0883	55183	AS2	1	1091		SCHMITT MUSIC CENT	202207	0883	7721	0.00	35.00
											0883	55183	AS2	1	1091		SCHMITT MUSIC CENT	202207	0883	7721	0.00	70.00
											0883	55184	AS2	1	1113		GRAINGER	202207	0883	7721	0.00	318.78
											0883	55185	AS2	1	1152		RESOURCE TRAINING	202207	0883	7721	0.00	1,080.00
											0883	55186	AS2	1	1311		MN DEPT OF LABOR AI	202207	0883	7721	0.00	55.00
											0883	55187	AS2	1	1437		KOIVISTO ELECTRICAL	202207	0883	7721	0.00	763.70
											0883	55188	AS2	1	1492		ADAM'S PEST CONTRC	202207	0883	7721	0.00	50.00
											0883	55188	AS2	1	1492		ADAM'S PEST CONTRC	202207	0883	7721	0.00	76.18
											0883	55188	AS2	1	1492		ADAM'S PEST CONTRC	202207	0883	7721	0.00	111.23
											0883	55188	AS2	1	1492		ADAM'S PEST CONTRC	202207	0883	7721	0.00	76.18
											0883	55190	AS2	1	2216		MENARDS INC	202207	0883	7721	0.00	34.38
											0883	55190	AS2	1	2216		MENARDS INC	202207	0883	7721	0.00	64.91
											0883	55191	AS2	1	2537		REGION V	202207	0883	7721	0.00	6,287.50
											0883	55193	AS2	1	4613		KENNEDY AND GRAVEI	202207	0883	7721	0.00	1,386.50
											0883	55193	AS2	1	4613		KENNEDY AND GRAVEI	202207	0883	7721	0.00	1,057.50
											0883	55194	AS2	1	4673		INTEGRIPRINT	202207	0883	7721	0.00	878.17
											0883	55195	AS2	1	5252		PROFESSIONAL WIREI	202207	0883	7721	0.00	158.00
											0883	55197	AS2	1	5853	remit	ALL STATE COMMUNIC	202207	0883	7721	0.00	3,875.00
											0883	55197	AS2	1	5853	remit	ALL STATE COMMUNIC	202207	0883	7721	0.00	2,410.00
											0883	55198	AS2	1	6603		LANO EQUIPMENT -LOI	202207	0883	7721	0.00	921.85
											0883	55198	AS2	1	6603		LANO EQUIPMENT -LOI	202207	0883	7721	0.00	540.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55198	AS2	1	6603		LANO EQUIPMENT -LOI	202207	0883	7721	0.00	921.14
											0883	55199	AS2	1	6727	remit	DAIKIN APPLIED	202207	0883	7721	0.00	1,351.00
											0883	55200	AS2	1	6913		NEE INVESTMENT 9, LL	202207	0883	7721	0.00	105.41
											0883	55200	AS2	1	6913		NEE INVESTMENT 9, LL	202207	0883	7721	0.00	53.22
											0883	55201	AS2	1	7480		CORPORATE MECHAN	202207	0883	7721	0.00	509.50
											0883	55202	AS2	1	7545		TEACHERS ON CALL	202207	0883	7721	0.00	4,579.72
											0883	55203	AS2	1	7570		CST MN - BIN # 170065	202207	0883	7721	0.00	52,257.56
											0883	55205	AS2	1	7676		SOLUTION TREE INC	202207	0883	7721	0.00	23.95
											0883	55206	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	80.00
											0883	55206	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	80.00
											0883	55207	AS2	1	7786	REMI	TERRAFORM PHOENIX	202207	0883	7721	0.00	63.80
											0883	55208	AS2	1	7798		ALBIN ACQUISITION CC	202207	0883	7721	0.00	12.00
											0883	55209	AS2	1	8102		CORNERSTONE EDCU	202207	0883	7721	0.00	800.00
											0883	55210	AS2	1	8143		SCRIBBLES SOFTWAR	202207	0883	7721	0.00	120.90
											0883	55211	AS2	1	8144		OXFORD UNIVERSITY F	202207	0883	7721	0.00	1,120.83
											0883	55212	AS2	1	8336		SAWSTOP, LLC	202207	0883	7721	0.00	147.00
											0883	55213	AS2	1	8349		MATH PLAYGROUND LI	202207	0883	7721	0.00	299.00
											0883	55214	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7721	0.00	6,043.25
											0883	55214	AS2	1	1180		CENTERPOINT ENERG	202207	0883	7721	0.00	3,966.98
											0883	55216	AS2	1	5507		CITY OF GREENFIELD \	202207	0883	7721	0.00	861.49
											0883	55216	AS2	1	5507		CITY OF GREENFIELD \	202207	0883	7721	0.00	33.00
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	3.23
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	2.41
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	2.85
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	2.82
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	7.46
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	24.67
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	28.42
											0883	55217	AS2	1	7387	remit	SFRC	202207	0883	7721	0.00	2.83
											0883	55219	AS2	1	7681		INTERNATIONAL BACC	202207	0883	7721	0.00	157.00
											0883	55220	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	305.00
											0883	55220	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	30.00
											0883	55221	AS2	1	7857		MCLEOD COMMUNITY S	202207	0883	7721	0.00	567.72
											0883	55222	AS2	1	7858		MEEKER COMMUNITY S	202207	0883	7721	0.00	690.61
											0883	55223	AS2	1	8091		TILL360 LLC	202207	0883	7721	0.00	283.01
											0883	55224	AS2	1	8341		PIONEER VALLEY BOO	202207	0883	7721	0.00	49.50
											0883	55227	AS2	1	1937		PUBLIC EMPLOYEES R	202207	0883	7721	0.00	20,713.96
											0883	55227	AS2	1	1937		PUBLIC EMPLOYEES R	202207	0883	7721	0.00	23,130.34

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55227	AS2	1	1937		PUBLIC EMPLOYEES R	202207	0883	7721	0.00	20,166.07
											0883	55227	AS2	1	1937		PUBLIC EMPLOYEES R	202207	0883	7721	0.00	19,966.99
											0883	55227	AS2	1	1937		PUBLIC EMPLOYEES R	202207	0883	7721	0.00	208.37
											0883	55228	AS2	1	1938		TRA	202207	0883	7721	385.03	0.00
											0883	55228	AS2	1	1938		TRA	202207	0883	7721	0.00	58,976.63
											0883	55228	AS2	1	1938		TRA	202207	0883	7721	0.00	54,810.92
											0883	55228	AS2	1	1938		TRA	202207	0883	7721	0.00	52,599.23
											0883	55228	AS2	1	1938		TRA	202207	0883	7721	0.00	53,461.99
											0883	55229	AS2	1	1962		MINNESOTA DEPT OF F	202207	0883	7721	0.00	17,809.39
											0883	55229	AS2	1	1962		MINNESOTA DEPT OF F	202207	0883	7721	0.00	18,968.13
											0883	55229	AS2	1	1962		MINNESOTA DEPT OF F	202207	0883	7721	0.00	17,800.78
											0883	55229	AS2	1	1962		MINNESOTA DEPT OF F	202207	0883	7721	83.84	0.00
											0883	55229	AS2	1	1962		MINNESOTA DEPT OF F	202207	0883	7721	0.00	20,065.38
											0883	55230	AS2	1	1977		BLUE CROSS BLUE SH	202207	0883	7721	0.00	67,338.94
											0883	55230	AS2	1	1977		BLUE CROSS BLUE SH	202207	0883	7721	0.00	70,546.79
											0883	55230	AS2	1	1977		BLUE CROSS BLUE SH	202207	0883	7721	0.00	70,214.29
											0883	55230	AS2	1	1977		BLUE CROSS BLUE SH	202207	0883	7721	0.00	66,713.94
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	0.00	104,032.51
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	0.00	112,599.86
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	0.00	115,910.76
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	0.00	104,481.78
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	499.65	0.00
											0883	55231	AS2	1	2006		US GOVERNMENT	202207	0883	7721	0.00	227.72
											0883	55232	AS2	1	2470		MSRS	202207	0883	7721	0.00	7,802.22
											0883	55232	AS2	1	2470		MSRS	202207	0883	7721	0.00	7,752.22
											0883	55232	AS2	1	2470		MSRS	202207	0883	7721	0.00	7,752.22
											0883	55232	AS2	1	2470		MSRS	202207	0883	7721	0.00	7,802.22
											0883	55233	AS2	1	3370		MN CHILD SUPPORT PI	202207	0883	7721	0.00	323.50
											0883	55233	AS2	1	3370		MN CHILD SUPPORT PI	202207	0883	7721	0.00	323.50
											0883	55233	AS2	1	3370		MN CHILD SUPPORT PI	202207	0883	7721	0.00	323.50
											0883	55233	AS2	1	3370		MN CHILD SUPPORT PI	202207	0883	7721	0.00	323.50
											0883	55234	AS2	1	4050		AFLAC	202207	0883	7721	0.00	210.16
											0883	55234	AS2	1	4050		AFLAC	202207	0883	7721	0.00	210.16
											0883	55234	AS2	1	4050		AFLAC	202207	0883	7721	0.00	210.16
											0883	55234	AS2	1	4050		AFLAC	202207	0883	7721	0.00	210.16
											0883	55235	AS2	1	4718		MN TRUST	202207	0883	7721	0.00	567.75
											0883	55236	AS2	1	5459		LEGAL SHIELD	202207	0883	7721	0.00	110.17
											0883	55236	AS2	1	5459		LEGAL SHIELD	202207	0883	7721	0.00	110.17

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55236	AS2	1	5459		LEGAL SHIELD	202207	0883	7721	0.00	110.17
											0883	55236	AS2	1	5459		LEGAL SHIELD	202207	0883	7721	0.00	110.17
											0883	55237	AS2	1	6069		METLIFE	202207	0883	7721	0.00	2,287.23
											0883	55237	AS2	1	6069		METLIFE	202207	0883	7721	0.00	2,283.10
											0883	55237	AS2	1	6069		METLIFE	202207	0883	7721	0.00	2,173.54
											0883	55237	AS2	1	6069		METLIFE	202207	0883	7721	0.00	2,122.30
											0883	55238	AS2	1	6431		HR SIMPLIFIED	202207	0883	7721	0.00	6,029.96
											0883	55238	AS2	1	6431		HR SIMPLIFIED	202207	0883	7721	0.00	6,029.96
											0883	55238	AS2	1	6431		HR SIMPLIFIED	202207	0883	7721	0.00	7,429.94
											0883	55238	AS2	1	6431		HR SIMPLIFIED	202207	0883	7721	0.00	7,429.28
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,689.23
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,683.06
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,683.06
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	9,256.13
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	5,130.73
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	9,322.84
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,689.23
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	8,646.80
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,276.73
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	5,130.73
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	8,646.80
											0883	55239	AS2	1	7649		TSA CONSULTING GRC	202207	0883	7721	0.00	4,276.73
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	274.04
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	3,809.38
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	419.37
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	488.55
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	3,809.38
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	289.94
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	715.21
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	488.55
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	274.04
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	289.94
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	715.21
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	3,815.18
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	214.11
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	184.28
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	288.13
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	419.37

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	3,815.18
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	214.11
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	184.28
											0883	55240	AS2	1	8119		GIS BENEFITS, INC.	202207	0883	7721	0.00	288.13
											0883	55245	AS2	1	6120		ZAYO GROUP, LLC	202207	0883	7778	0.00	4,016.24
											0883	55246	AS2	1	1192		VERIZON WIRELESS	202207	0883	7778	0.00	350.14
											0883	55247	AS2	1	1152		RESOURCE TRAINING	202207	0883	7778	0.00	105.00
											0883	55248	AS2	1	1230		RATWIK, ROSZAK & MA	202207	0883	7778	0.00	540.50
											0883	55249	AS2	1	1269		T-MOBILE	202207	0883	7778	0.00	1,260.00
											0883	55250	AS2	1	1828		TRAEN, TODD	202207	0883	7778	0.00	103.00
											0883	55251	AS2	1	2086	REMI	RIVERSIDE INSIGHTS	202207	0883	7778	0.00	517.00
											0883	55252	AS2	1	2159		DELANO PUBLIC SCHO	202207	0883	7778	0.00	115.00
											0883	55253	AS2	1	2237		BERGMANN, TROY	202207	0883	7778	0.00	123.00
											0883	55253	AS2	1	2237		BERGMANN, TROY	202207	0883	7778	0.00	85.00
											0883	55254	AS2	1	4138		BROUGH, TONY	202207	0883	7778	0.00	132.00
											0883	55255	AS2	1	4155	remit	REGION 4A	202207	0883	7778	0.00	200.00
											0883	55256	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7778	0.00	84,054.21
											0883	55257	AS2	1	4472		BOLLANT JOE	202207	0883	7778	0.00	189.00
											0883	55260	AS2	1	5992		ECM PUBLISHERS, INC	202207	0883	7778	0.00	102.90
											0883	55260	AS2	1	5992		ECM PUBLISHERS, INC	202207	0883	7778	0.00	71.24
											0883	55260	AS2	1	5992		ECM PUBLISHERS, INC	202207	0883	7778	0.00	79.15
											0883	55261	AS2	1	6437		TASC	202207	0883	7778	0.00	36.75
											0883	55261	AS2	1	6437		TASC	202207	0883	7778	0.00	2.25
											0883	55261	AS2	1	6437		TASC	202207	0883	7778	0.00	5.75
											0883	55261	AS2	1	6437		TASC	202207	0883	7778	0.00	125.00
											0883	55261	AS2	1	6437		TASC	202207	0883	7778	0.00	2.25
											0883	55262	AS2	1	6603		LANO EQUIPMENT -LOI	202207	0883	7778	0.00	1,941.58
											0883	55263	AS2	1	6791		BARFKNECHT, ALAN	202207	0883	7778	0.00	123.00
											0883	55263	AS2	1	6791		BARFKNECHT, ALAN	202207	0883	7778	0.00	123.00
											0883	55264	AS2	1	6829		DRUSCH, MERLYN	202207	0883	7778	0.00	123.00
											0883	55265	AS2	1	6834		URBAN, NICHOLAS	202207	0883	7778	0.00	123.00
											0883	55265	AS2	1	6834		URBAN, NICHOLAS	202207	0883	7778	0.00	123.00
											0883	55267	AS2	1	7367		DUSSL, DANIEL	202207	0883	7778	0.00	132.00
											0883	55268	AS2	1	7393		FRITZ, BRIAN	202207	0883	7778	0.00	189.00
											0883	55269	AS2	1	7414		HAAS, CASEY	202207	0883	7778	0.00	123.00
											0883	55270	AS2	1	7545		TEACHERS ON CALL	202207	0883	7778	0.00	6,498.86
											0883	55271	AS2	1	7570		CST MN - BIN # 170065	202207	0883	7778	0.00	40,000.00
											0883	55273	AS2	1	7613		DAHL, DENIS	202207	0883	7778	0.00	123.00

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	55274	AS2	1	7628		KOPPI, WILLIAM	202207	0883	7778	0.00	123.00
											0883	55275	AS2	1	7629		ZORO	202207	0883	7778	0.00	209.59
											0883	55276	AS2	1	7697		MARISELA V NELSON II	202207	0883	7778	0.00	270.00
											0883	55276	AS2	1	7697		MARISELA V NELSON II	202207	0883	7778	0.00	270.00
											0883	55277	AS2	1	7822		MASLOWSKI, ROBERT	202207	0883	7778	0.00	123.00
											0883	55278	AS2	1	7825		FLYLEAF PUBLISHING,	202207	0883	7778	0.00	319.48
											0883	55278	AS2	1	7825		FLYLEAF PUBLISHING,	202207	0883	7778	0.00	319.48
											0883	55279	AS2	1	8077		ETHAN, THOMAS	202207	0883	7778	0.00	68.00
											0883	55280	AS2	1	8128		WEBER, SAMUEL	202207	0883	7778	0.00	189.00
											0883	55281	AS2	1	8134		HEMMANN, MICHAEL	202207	0883	7778	0.00	123.00
											0883	55282	AS2	1	8170	remit	US BANCORP GOVN'T I	202207	0883	7778	0.00	7,569.12
											0883	55283	AS2	1	8177		SOUERS, RANDY	202207	0883	7778	0.00	123.00
											0883	55284	AS2	1	8222		CBIZ INVESTMENT ADV	202207	0883	7778	0.00	6.79
											0883	55285	AS2	1	8261		TOTAL NETWORX, INC.	202207	0883	7778	0.00	5,131.00
											0883	55286	AS2	1	8361		KAMIDA CONCRETE CO	202207	0883	7778	0.00	6,792.50
											0883	55289	AS2	1	8367		BUCKENTINE, JIM	202207	0883	7778	0.00	68.00
											0883	55290	AS2	1	8368		KAMMERER, CAITLIN	202207	0883	7778	0.00	132.00
											0883	55291	AS2	1	8369		STORHAUG, BRADY	202207	0883	7778	0.00	225.00
											0883	55292	AS2	1	8371		MUNDT, TYLER	202207	0883	7778	0.00	68.00
											0883	55330	AS2	1	4718		MN TRUST	202207	0883	7782	0.00	309.54
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7801	151,679.97	0.00
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7788	0.00	151,679.97
											0883	55390	AS2	1	4718		MN TRUST	202207	0883	7795	0.00	0.00
																	Account Total:				$153,998.48	$2,222,263.28
0883	B	02	101	000				F	Cash & Cash Equiv		0883	55192	AS2	1	4387		TAHER INC - BIN# 1350	202207	0883	7721	0.00	76,684.66
											0883	55225	AS2	1	8363		WESELY, HANNAH	202207	0883	7721	0.00	81.10
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7801	41.55	0.00
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7788	0.00	41.55
																	Account Total:				$41.55	$76,807.31
0883	B	04	101	000				F	Cash & Cash Equiv		0883	55099	AS2	1	6377		DISH	202207	0883	7718	0.00	108.06
											0883	55102	AS2	1	1200		CUB FOODS	202207	0883	7718	0.00	145.78
											0883	55104	AS2	1	2323		HOUSE OF PRINT	202207	0883	7718	0.00	3,291.08
											0883	55110	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7718	0.00	2,136.20
											0883	55122	AS2	1	7545		TEACHERS ON CALL	202207	0883	7718	0.00	149.28
											0883	55122	AS2	1	7545		TEACHERS ON CALL	202207	0883	7718	0.00	253.91
											0883	55127	AS2	1	7851		PERFORMANCE ELITE	202207	0883	7718	0.00	400.00
											0883	55129	AS2	1	8086		RECDESK LLC	202207	0883	7718	0.00	4,400.00

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Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	04	101	000				F	Cash & Cash Equiv		0883	55135	AS2	1	1394		MBNA/BUSINESS CARI	202207	0883	7718	0.00	106.70
											0883	55144	AS2	1	1471		MCEA	202207	0883	7718	0.00	676.00
											0883	55147	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7718	0.00	1,165.20
											0883	55149	AS2	1	4535		ROCKFORD/GREENFIE	202207	0883	7718	0.00	15.00
											0883	55202	AS2	1	7545		TEACHERS ON CALL	202207	0883	7721	0.00	104.63
											0883	55204	AS2	1	7615		HASTY AWARDS	202207	0883	7721	0.00	411.68
											0883	55215	AS2	1	1369		ABC LETTERING	202207	0883	7721	0.00	231.00
											0883	55218	AS2	1	7607		OXHERD PIZZA, INC.	202207	0883	7721	0.00	90.00
											0883	55220	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	30.00
											0883	55220	AS2	1	7697		MARISELA V NELSON II	202207	0883	7721	0.00	30.00
											0883	55246	AS2	1	1192		VERIZON WIRELESS	202207	0883	7778	0.00	100.04
											0883	55256	AS2	1	4335		4 POINT 0 SCHOOL SEI	202207	0883	7778	0.00	1,942.00
											0883	55258	AS2	1	5318		SANDENO, RANDY	202207	0883	7778	0.00	10.00
											0883	55258	AS2	1	5318		SANDENO, RANDY	202207	0883	7778	0.00	127.50
											0883	55267	AS2	1	7367		DUSSL, DANIEL	202207	0883	7778	0.00	30.00
											0883	55267	AS2	1	7367		DUSSL, DANIEL	202207	0883	7778	0.00	127.50
											0883	55287	AS2	1	8365		ALLEY, NICOLE	202207	0883	7778	0.00	26.00
											0883	55287	AS2	1	8365		ALLEY, NICOLE	202207	0883	7778	0.00	127.50
											0883	55288	AS2	1	8366		PRICE, LISA	202207	0883	7778	0.00	4.00
											0883	55288	AS2	1	8366		PRICE, LISA	202207	0883	7778	0.00	127.50
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7801	2,473.89	0.00
											0883	55389	WEST	1	1968		BANKWEST ROCKFOR	202207	0883	7788	0.00	2,473.89
																	Account Total:				$2,473.89	$18,840.45
0883	B	21	101	000				F	Cash & Cash Equiv		0883	55047	AS2	1	4700		ISD 277	202207	0883	7778	120.00	0.00
											0883	55105	AS2	1	2398		PERFORMANCE TOUR	202207	0883	7718	0.00	1,221.00
											0883	55112	AS2	1	4700		ISD 277	202207	0883	7718	0.00	140.00
											0883	55117	AS2	1	6106	remit	NATIONAL FFA ORGAN	202207	0883	7718	0.00	36.00
											0883	55117	AS2	1	6106	remit	NATIONAL FFA ORGAN	202207	0883	7718	0.00	174.80
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARI	202207	0883	7718	0.00	15.03
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARI	202207	0883	7718	1.03	0.00
											0883	55135	AS2	1	1394		MBNA/BUSINESS CARI	202207	0883	7718	0.00	136.02
											0883	55153	AS2	1	6106	remit	NATIONAL FFA ORGAN	202207	0883	7718	0.00	25.00
											0883	55161	AS2	1	7607		OXHERD PIZZA, INC.	202207	0883	7718	0.00	63.79
											0883	55169	AS2	1	8265		DOMINO'S PIZZA	202207	0883	7718	0.00	38.65
											0883	55189	AS2	1	2014		J & R SCHOOL SUPPLI	202207	0883	7721	0.00	100.00
											0883	55196	AS2	1	5658		EASTBAY INC.	202207	0883	7721	0.00	2,142.40
											0883	55226	AS2	1	8364		SPRING HILL SUITES -	202207	0883	7721	0.00	765.94
											0883	55259	AS2	1	5796		REGENTS OF THE UNI	202207	0883	7778	0.00	60.00

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	21	101	000				F	Cash & Cash Equiv		0883	55266	AS2	1	6942	remit	WALSWORTH	202207	0883	7778	0.00	2,608.27
											0883	55272	AS2	1	7571		DAVID BANK STUDIO	202207	0883	7778	0.00	124.00
																	Account Total:				$121.03	$7,650.90
0883	B	45	101	000				F	Cash & Cash Equiv		0883	55235	AS2	1	4718		MN TRUST	202207	0883	7721	0.00	70.83
											0883	55241	AS2	1	4718		MN TRUST	202207	0883	7723	0.00	150.00
											0883	55242	AS2	1	4718		MN TRUST	202207	0883	7725	0.00	500.00
											0883	55243	AS2	1	4718		MN TRUST	202207	0883	7728	0.00	100.00
											0883	55244	AS2	1	4718		MN TRUST	202207	0883	7728	0.00	400.00
											0883	55329	AS2	1	4718		MN TRUST	202207	0883	7778	0.00	20.83
																	Account Total:				$0.00	$1,241.66
																	Report Total:				$156,634.95	$2,326,803.60

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Open Enrollments

Meeting Date: February 23, 2022

Prepared by: Business Office

Date Prepared: February 16, 2022

[ ] Information [ ] Briefing [X] Action [ ] Enclosure Item(s)

Resident Students Attending Other Schools

Grade	Non-Resident District	Number	Date Effective	NR/OE
10	Osseo	279	1/16/2022	OE
3	Osseo	279	1/12/2022	OE
2	Osseo	279	1/12/2022	OE
2	Elk River	728	1/13/2022	OE
5	Elk River	728	1/13/2022	OE
12	Elk River	728	1/17/2022	OE

Non-Resident Students Attending Rockford

Grade	Resident District	Number	Date Effective	NR/OE
6	Howard Lake	2687	1/24/2022	NR
1	Osseo	279	2/7/2022	NR
1	Watertown	111	11/15/2021	NR
4	Watertown	111	11/15/2021	NR
12	Anoka-Hennepin	11	2/3/2022	NR
EC	Minneapolis	1	9/20/2021	NR
1	Dassel-Cokato	466	1/1/2022	NR
EC	Buffalo	877	9/20/2021	NR

Note : Non-resident agreements will not be signed for families requesting a release from our school district. The students listed above are covered under MN Statute 124D.03, thus meeting the legal requirements for open enrollment.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent Continuing Contract Teacher Seniority List							
Meeting Date: February 23, 2022							
Prepared By: Department of Human Resources							
Date Prepared: February 15, 2022							
	Information		Briefing	X	Action		Enclosure Item(s)

The Continuing Contract Teacher Seniority List is attached for approval. It was posted and reviewed for accuracy in January 2022.

Rockford Area Schools
Independent School District No. 883
2021-2022 updated 1/5/2022

CONTINUING CONTRACT TEACHER SENIORITY LIST

1. This list is intended to reflect the first day of the most recent continuous service in the district and major and minor licensure filed with the school district office as of September 1, 2021.

2. Time off for leave of any kind authorized by the school district shall not be deemed to be a break in continuous service.

3. Expiration refers to licensure expiration. A license expires June 30 in the year indicated.

Number	Name	First Day	File Folder	Tier	Current Valid Licensure	Expiration
1	Sprague, Jennifer	9/1/1992	295950	4	Elementary Education, 1-6, Full	2023
2	Lingo, Julie	8/31/1993	303544	4	Physical Education, K-12, Full	2025
					Coaching, 7-12, Full	2025
3	Engebretson, Dawn	8/31/1993	327256	4	Elementary Education, K-6, Full	2025
					Coaching, 7-12, Full	2025
4	Ulen, Cheryl	8/31/1993	341845	4	Mathematics, 7-12, Full	2025
5	Petroski, Stephen	8/29/1994	303743	4	Elementary Education, 1-6, Full	2024
					Coaching, 7-12, Full	
6	Merila, Julie	8/29/1994	350771	4	English/Language Arts, 7-12, Full	2022
					Coaching, 7-12, Full	
7	Peterson, Colleen	1/3/1995	305327	4	Developm/Adapted Phy Ed, PreK-12,	2023
					Physical Education, K-12, Full	
					Coaching, 7-12, Full	
					Driver's Education, 9-12	
8	Miller, Cynthia	8/29/1995	310302	4	Visual Arts, K-12, Full	2022

9	Hester, Jason	8/29/1995	352743	4	Life Sciences, 7-12, Full	2023
					Physical Educ., K-12, Full	
10	Belanger, Amy	8/29/1995	357508	4	Specific Learning Disabilities, K-12, Full	2023
					Mild to Moderate Mentally Handicap, K-12, Full	
11	Nolby, Kristen	9/9/1996	344768	4	Elementary Education, 1-6, Full	2026
					Coaching, 7-12, Full	2026
12	Madson, Jamie	11/18/1996	355894	4	Elementary Education, K-6, Full	2023
					Keyboarding For Computer Application, K-8, Full	2023
					Coaching, 7-12, Full	2023
13	Miller, Becky	8/31/1998	263496	4	Elementary Education, K-6, Full	2026
					Coaching, 7-12, Full	2026
					Driver's Education, 7-12, Full	2026
					Physical Education, K-12, Full	2026
14	Griffith, Randy	8/31/1998	276963	4	Physical Education PREK-12 Full	2022
					Coaching 7-12, Full,	
					Developmental/Adapted Physical Ed. PreK-12, Full	
15	Mateyka, Kristine	8/31/1998	350263	4	Elementary Education, K-6 Full	2024
					Coaching 7-12, Full,	2024
16	Biorn, Holly	8/31/1998	365795	4	Elementary Education, K-6, Full	2025
17	Merila, Steven	8/31/1998	373040	4	Physical Sciences (Physics and Chem), 7-12,Full	2026
18	Johnson, Marty	8/31/1998	377368	4	Elementary Education, 1-6, Full	2022
19	Kettenacker, Susan	9/25/1998	273652	4	Elementary Education, K-6, Full	2022

					Pre-Kindergarten, Pre-K, Full	2022
					Learning Disabilities K-12, Full	2022
20	Schneeweis, Jean	10/28/1998	288554	4	Elementary Education, Pre K-6, Full	2024
					Pre-Kindergarten, Pre-K, Full	
21	Hendrickson, Jan	4/12/1999	311670	4	English/Language Arts, 7-12, Full	2023
					Specific Learning Disabilities, K-12, Full	2023
22	Sarsland, Corina	8/30/1999	343208	4	Life Sciences, 7-12, Full	2023
					Coaching, 7-12, Full	2023
					Professional Admin Principal K-12	2022
23	Wilts, Bonnie	8/30/1999	357434	4	Elementary Education, 1-6, full	2025
					Coaching, 7-12, Full	2025
24	Roelofs, Joel	8/30/1999	375615	4	Coaching, 7-12, Full	2023
					Health, 5-12, Full	2023
					Driver Education, 7-12, Full	2023
					Physical Education, K-12, Full	2023
25	Tauber, Michael	8/30/1999	381683	4	Social Studies, 7-12, Full	2022
26	Sanner, Tracy	8/30/1999	383135	4	English/Language Arts, 7-12, Full	2022
					Emotionally/Behav. Disordered-K-12, Full	2022
27	Eliason, Darren	8/28/2000	383855	4	Vocal and Classroom, Music, K-12, Full	2022
					Professional Admin Principal K-12 District	2022
28	Neff, Kevin	8/28/2000	385556	4	Elementary Education, 1-6, Full	2023
					Keyboard For Computer Application, K-8, Full	2023
					Mathematics, 5-8, Full	2023

29	Koste, Anne	8/28/2000	386982	4	Elementary Education, 1-6, Full	2023
30	Reeck, Jay Tucker	8/28/2000	388920	4	Mathematics, 5-8, Full	2023
					Elementary Education 1-6, Full	2023
31	Mickelson, Marvin	8/28/2000	390466	4	Mathematics, 7-12, Full	2026
32	Klukas-Weber, Cheri	8/27/2002	352919	4	Visual Arts, K-12 Full	2022
33	Young, Caroline	8/27/2002	394274	4	Social Studies-All, 5-12, Full	2023
34	Wirth, Molly	8/18/2003	392152	4	Secondary Guidance and Counseling. 7-12, Full	2022
					School Counselor, K-12	2022
35	Houghton, Daniel	8/25/2004	394360	4	Social Studies, 7-12, Full	2022
36	Reeck, Kelly	8/25/2004	396799	4	Elementary Education, K-6, Full	2022
					Social Studies, 5-8, Full	2022
					Learning Disabilities, K-12, Full	2022
37	Slaker, Shelley	8/25/2004	414679	4	Elementary Education, K-6, Full	2025
		8/25/2004			Pre- Primary,3-PRE Full	2025
38	Mattson, Kathryn	8/25/2004	417063	4	Communication Arts/Literature, 5-12, Full	2025
39	Bowen, Kirstin	8/25/2004	419870	4	Learning Disabilities, K-12, Full	2022
40	Russell, Beth	8/29/2005	422934	4	Communication Arts/Literature, 5-12, Full	2026
					Library Media Specialist	2026
41	Ferdig, Jerald	8/29/2006	387299	4	Instr. (Band/Orch.) & Classroom Educ. K-12, Full	2023

42	Hedeen, Tamara	7/20/2009	372018	4	Elementary Education, K-6, Full	2022
					Reading K-12 Full	2022
43	Trandahl, Polly	5/17/2010	321227	4	Elementary Guidance & Counseling, 1-6, Full	2022
					Elementary Education, K-6, Full	2022
					Middle School Guidance & Counseling, MS, Full	2022
					Reading, K-12	2022
44	Rasset Amanda	9/28/2010	454075	4	Elementary Education, K-6, Full	2026
					Social Studies, 5-8, Full	2026
45	Yakesh, Rachel	1/31/2011	381543	4	Elementary Education, K-6, Full	2022
46	DeLassus Ashley	7/18/2011	438963	4	Elementary Education K-6 Full	2024
					Social Studies 5-8 Full	2024
47	Milton Jennifer	8/22/2012	448595	4	Elementary Education ,Full,K-6	2025
					Communications Arts/Literature, Full, 5-8	2025
					Social Studies All, Full, 5-8	2025
48	Durand Ruth	7/15/2013	263598	4	Emotional Behavior Disorders K-12 Full	2023
					Learning Disabilities K-12 Full	2023
					Mild to Moderate Mentally HDCP	2023
49	Pennings Benjamin	7/15/2013	397319	4	Social Studies All Full 5-12	2023
50	Werth Elisabeth	8/26/2013	446097	4	Science 5-8 Full	2025
					Life Science 9-12 Full	2025
51	Gregory McKenzie	8/26/2013	472437	4	Elem Ed Full K-6	2025
52	Hammer Kylene	9/26/2013	468971	4	Elem Ed Full 1-6	2023

53	Reimann Laura	9/26/2013	472919	4	Elem Ed Full K-6	2025
					Early Childhood Ed B-Grade 3	2025
54	Bakken Amanda	1/2/2014	439306	4	Elementary Ed K-6 Full	2025
					Social Studies Full 5-8	2025
55	Van Orsdol Diane	8/25/2015	286035	4	Elen Ed Full 1-6	2025
					English as a second Lanuage	2025
56	Ellos Laura	8/25/2015	403568	4	Speech Lang Pathologist PRE K-12 Full	2024
57	Stariha Paul	8/25/2015	330571	4	Coaching Full 7-12	2026
					Social Studies ALL 7-12	2026
					Academic Behavioral Strategist K-12	2026
					Autism Spectrum Disorders Full B-12	2026
58	Gordee Jill	8/25/2015	478967	4	School Counselor Full K-12	2025
59	Hogle Leah	8/25/2015	485440	4	English as a Second Lang Full K-12	2026
					Spanish Full	2026
60	Weddel Shawn	8/25/2015	485761	4	Science Full 5-8	2026
					Earth and Space Science Full 9-12	2026
61	Morgan Becca	8/25/2015	486398	4	Public School Nurse Full PRE K-12	2026
62	Roe Stephanie	8/25/2015	486663	4	Science Full 5-8	2026
					Chemistry Full 9-12	2026
63	Kaufman Abbey	1/2/2016	491479	4	Social Studies Full 5-12	2022

64	Anderson Mali	1/11/2016	479545	4	Elem Ed Full K-6	2022
65	Gunderson Sarah	8/22/2016	408072	4	Visual Arts Full K-12	2025
66	Matheson Jessica	8/22/2016	447978	4	PE Full K-12	2025
					Health Ed 5-12 Full	2025
					Devel Adapted PE	2025
67	Oliverius Hannah	8/22/2016	490995	4	Science 5-8 Full	2022
					Life Science s Full 9-12	2022
68	Probst Alexandra	8/22/2016	493290	4	Elem Ed Full 1-6	2023
69	Vasseei Alex	8/22/2016	495419	4	Math Full 5-12	2022
70	Schnettler Lanaya	12/19/2016	498571	4	Academic and Behavioral Strategist Full K-12	2023
71	Holm Madison	6/19/2017	501271	4	K-12 Full Learning Disabilities /	2023
					K-12 Full Developmental Disabilites	2023
					K-12 Emotional Behavior Disorders	2023
72	Miller (Adams) Nicole	7/24/2017	497994	4	K-12 Full Vocal and Classroom Music	2023
					K-12 Full Inst Band/Orch and Classroom Music	2023
73	Wurm Lindsay	8/21/2017	427406	4	K-12 Full Emotial Behavior Disorders	2022
					K-12 Full Learning Disabilities	2022
					5-12 Full Math	2022
74	Folger Katie	8/24/2017	404801	4	K-6 Full Elem Ed	2023
					5-8 Comm Arts Lit	2023
75	Oeding Brenda	9/18/2017	485882		K-6 Full Elem Ed	2022

76	Tensen Cara	9/18/2017	491213	4	K-6 Full Elem Ed	2022
					B-3 Full Earlychildhood ED	2022
77	Gotz Suzanne	9/18/2017	496681	4	1-6 Full Elem Ed	2023
78	Udalla Janee	2/1/2018	466871	4	5-12 Full Communication Arts Lit	2023
79	Fleisner Brian	7/9/2018	365373	4	7-12 Full Coaching	2023
					K-12 Phycical Ed	2023
					5-12 Health Education	2023
80	Schneider Corissa	8/21/2018	415346	4	K-6 Full Elem Ed	2025
					K-12 Full Autism Spect Disorders	2025
					K-12 Full Devel Disabilites	2025
					5-8 Communication Arts Lit	2025
81	Hill Kevin	8/21/2018	466406	4	5-12 Full Social Studies	2023
82	Bauer Britta	8/21/2018	473372	4	K-12 Full Instr Band Orch and Classroom Music	2024
83	Augsburger Miriam	8/21/2018	488062	4	K-12 Full Vocal and Classroom Music	2022
84	Beattie Amber	08/21/2018	501261	4	5- 12 Full Comm Arts Lit	2022
85	Zastoupil Calli	8/21/2018	505483	4	5-12 Restricted Spanish	2023
86	Korzendorfer Cassandra	1/15/2019	424447	4	5-12 Communicaton Arts /Lit	2026
87	Johnson David	8/19/2020	436623	4	Mathmatics 5-12	2023
					Special Perm Construction Careers 7-12	2021

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Approval of Teacher (EM-R) Master Agreement 2021-2023			
Meeting Date: February 23, 2022			
Prepared by: Department of Human Resources			
Date Prepared: February 15, 2022			
[ ] Information	[ ] Briefing	[X] Action	[ ] Enclosure Item(s)

The District and School Board Negotiations Committee for the Teacher (EM-R) negotiations are recommending approval of the 2021-22 and 2022-23 Teacher (EM-R) Master Agreement.

Key Points:

- MOA for Personal Days 2022-23 School Year
- Salary Increase Year 1 and Year 2
- Schedule C Increase and Years of Experience Inclusion
- Increase in Dental and Medical Contribution Effective 9/1/2022
- Early Childhood Sick Day Increase and Hourly Rate Increase
- Language Change for Continuing Contract Eligibility for 403b and Healthcare Retirement Savings Contributions

Redline of Master Agreement enclosed.

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 883

ROCKFORD, MINNESOTA

AND

EDUCATION MINNESOTA – ROCKFORD
Local # 4739

JULY 1, 2021 THROUGH JUNE 30, 2023

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ARTICLE I

PURPOSE

Parties: This agreement is entered into between Independent School District No. 883, Rockford, Minnesota (hereinafter referred to as the District), and Education Minnesota - Rockford hereinafter referred to as the Exclusive Representative or EMR), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the District recognizes EMR as the Exclusive Representative for all Teachers as defined under the P.E.L.R.A. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the Teachers of the District as defined in this Agreement and in the P.E.L.R.A.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the District. The terms in both cases are subject to the provisions of the P.E.L.R.A.

Section 2. School District: For purposes of administering this Agreement, the term, "District," shall mean the School Board or its designated representative.

Section 3. Teacher: The term, "Teacher," shall mean all persons employed by the District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendents, assistant superintendents, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 4. Long-Term Substitute Teacher: The term, "long term substitute Teacher," will mean any person who is employed by the District to replace an absent Teacher for a period of at least thirty (30) days.

Section 5. Working Days: References to days shall be understood to mean working days.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meaning as

defined by the P.E.L.R.A.

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District; its overall budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

Section 2. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all Teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all Teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, and the rules and regulations of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. Unless specifically included in this Agreement, alleged violations of state and federal laws, rules and regulations are not arbitral under the grievance procedure.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V

TEACHING RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any Teacher to perform labor or services against his/her will.

Section 2. Right to Join. Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Request for Dues Check Off. The District shall forward each month such dues deducted the previous month, along with a list of the names of the Teachers from whom deductions were made, to the treasurer of the Exclusive Representative.

Individual written requests for membership dues check off must be provided to the District Office. The District will deduct dues consistent with the terms and duration of the written consent provided. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one eighteenth(1/18) of such dues from the regular pay check of the bargaining unit member for each pay period for 18 consecutive pay periods. Such authorization must be provided in writing to the School District. For employees who have authorized the dues deduction, the deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District upon receipt of written authorization. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and first pay period in July.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Personnel Files: All evaluations and files relating to each individual Teacher shall be available during regular District business hours to each individual Teacher upon his or her written notice to the Superintendent. The Teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. Each inspection of personnel files shall be recorded.
Each Teacher shall be promptly furnished with a copy of all evaluations and disciplinary matters placed in his/her file.

Section 5. Investigation: When a teacher is alleged to have engaged in conduct that may result in discipline, the District will conduct an investigation that satisfies the requirements of due process.

Section 6. Discipline: Disciplinary Action. The School District shall not take any disciplinary action (including adverse evaluation) with respect to any teacher without just cause. Due process must be provided. Administrators will promptly notify teachers of concerns and/or

complaints from parents, students and/or staff. All forms of discipline shall have correction and improvement as a goal, except in cases of termination. Teachers will be informed of their right to union representation at meetings that could lead to discipline, and the District will comply with all other legal rights under *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975**)** and PELRA.

- ORAL WARNING. Documentation of an oral warning is intended to indicate an oral warning has been administered. The District will notify the teacher. If the teacher requests in writing, the District will notify EM-Rockford of the oral warning in writing.

- WRITTEN REPRIMAND. Prior to the issuance of a written reprimand to an individual teacher, the appropriate supervisor shall confer with the teacher. The district will notify the teacher if a written reprimand has been issued. If the teacher requests in writing, the District will notify EM-Rockford of the written reprimand in writing.

- SUSPENSION. The School District may suspend a teacher without pay. No teacher shall be suspended unless there is just cause. Due process must be provided. If the School District acts to suspend a teacher, it shall promptly notify the teacher. If the teacher requests in writing, the District will notify EM-Rockford of the suspension in writing.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2021-22 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2021-22 school year.

Section 2. 2022-23 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2022-23 school year.

Section 3. Status of Salary Schedule: The salary schedule is not to be construed as a part of a Teacher's continuing contract and the District will not withhold increment, advancement, lane changes, or any other salary increase from the teacher without just cause. In the event a Teacher's advancement on the salary schedule is withheld, the teacher shall have the right to grieve in accordance with the provisions of this Agreement.

The District may compensate Teachers above the salary schedule at its sole discretion. The District shall inform the Exclusive Representative in writing immediately. Any compensation so distributed will not be considered as a cost item when figuring the total package costs during negotiations.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule:

Subd. 1. Definitions:

(a) **Credit:** Throughout this Agreement, the term, “credit,” shall be defined as a semester credit. A semester credit equals one and one-half (1.5)

quarter credits.

(b) **Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District or Superintendent. At the discretion of the Superintendent, credit for application on the salary schedule may be given for a course germane to the areas of licensure of the teacher/assigned position and for courses required for coaching certification.

Subd. 2. Workshop Credit: Workshop or clinic attendance may be substituted for undergraduate college credit as provided below:

The Teacher shall receive one (1) semester credit for each 23 hours of time spent at approved workshops or clinics. Proof of time spent will be required for final approval.

(a) The maximum credit allowed shall be two (2) semester credits for every lane change.

Subd. 3. Grade and Credits: To apply on the salary schedule, credits beyond the bachelor's degree must fall in one of the following categories and carry an average grade equivalent of B or higher and/or meet the following.

a. Graduate credits beyond the bachelor's degree.
b. *Rockford Credits*- are credits which are obtained by satisfactorily completing district developed in-service courses and may be earned at the rate of one (1) credit per 12 hours of instruction. Criteria and guidelines for the courses will be developed, monitored and subject to periodic review by the District K-12 staff development committee and the administration. For courses with fewer than 12 hours, a fraction of a Rockford credit will be given.
   Example: three-hour course=1/4 Rockford credit.

Subd. 4. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved in writing prior to the taking of the course by the Superintendent. Such prior approval requirements shall not apply to courses necessary to achieve the minimum requirements established by the Department of Education as a prerequisite for the individual to possess the proper licensure required to fulfill the individual's teaching and coaching assignments.

Subd. 5. Salary Adjustment: Individual contracts will be modified to reflect qualified credit lane changes three times per year. The effective dates of lane changes shall be September 15, January 15, and May 15, provided an official transcript and/or official letter from the university/college of the credits is received. Lane changes submitted by September 15 will increase the teacher's salary for the entire school year, January 15 for 6/12 of the school year, and May 15 for 3/12 of the school year. Credit lane advancement will not be made on any other date.

Subd. 6. Advanced Degree Program: A Teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching

assignment as approved by the District and the degree program is approved in writing by the Superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any Teacher of any salary schedule placement already recognized and actually being paid for the current school year(s).

Subd. 8. Step Advancement: Except for Teachers who are on a child care leave of a semester or less or Teachers on workers' compensation leave, a Teacher must be employed a minimum of one hundred ten (110) actual duty days of a school year to qualify for a salary step advancement.

Subd. 9. Application: Credits to apply to lanes beyond a master degree must be earned after the earning of the degree and must be taken through an accredited college or university.

Section 5. Pay Deduction: Whenever pay deduction is made for a Teacher's absence, the annual salary divided by the number of Teacher duty days shall be deducted for each day's absence.

Section 6. Step Placement: A new Teacher shall be placed on such step of the salary schedule as agreed between the District and the teacher.

Section 7. Mileage: Teachers who use their own vehicles to transfer between buildings as required by their teaching assignment within the regular pupil contact day shall be paid upon submission of a claim form at the IRS mileage rate established by District policy.

Section 8. Career Increment: Teachers with 18 to 21 years of service in the District as of June 30, 2010 and on the BA+45 Lane or above shall receive an additional salary of $1,000 per year over the Teacher's placement on the salary schedule. A Teacher with 22 years or more of service in the District as of June 30, 2010 and on the BA+45 Lane or above shall receive an additional salary of $2,000 per year over the Teacher's placement on the salary schedule. This payment is grandfathered to those staff receiving the increment in 2010-11. No additional increments will be given after July 1, 2011.

Section 9. Maintaining Licenses: Teachers wishing to drop a teaching license may submit a written request to do so with the Superintendent of Schools. Unless their request is approved or the teacher has not been placed in that area of licensure for ten (10) consecutive school years, teachers are required to maintain all areas of licensure held at the time of their hiring by the District.

Teachers must also maintain all licenses for which they earned and received lane change credit while working in the District except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

If a teacher initiates the dropping of the license which qualified the teacher for the teacher's

current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years. Failure to maintain licenses that resulted in a lane change will result in loss of lane placement received through credits earned for that license except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

A teacher not placed in an area of licensure for ten (10) consecutive school years may drop the corresponding license without penalty.

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment.

A teacher requesting a transfer to an open position in the District, for which he/she is licensed, may drop that licensure without penalty if the District rejects the reassignment.

ARTICLE VII

EXTRA COMPENSATION

Extra-curricular Schedule: The salaries reflected in Schedule C attached hereto shall be considered part of this master agreement.

ARTICLE VIII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: The District will pay $665.00 per month toward the premium for single coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in single coverage in the district group health and hospitalization plan. The District shall contribute $1,250.00 per month towards the premium for family coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in family coverage in the district group health and hospitalization plan. Beginning September 1, 2022, District contribution for health and hospitalization insurance will increase to $740 for single coverage and $1400 for family coverage. Any additional costs of the premium shall be borne by the Teacher and paid by payroll deduction.

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Section 3. Health Savings Account: The District shall contribute $1,000 to the teacher’s health care savings account each January, for any teacher enrolled in the district's qualified high deductible health insurance plan.

Section 4. Long-Term Disability Insurance: The District shall contribute 100 percent of the premium for long-term disability insurance for each full-time Teacher employed by the

District who qualifies for and is enrolled in the District long-term disability insurance program. It is agreed and understood that said long-term disability insurance shall provide combined monetary benefits to each Teacher eligible to receive such benefits of at least, but not limited to, 66 percent of the Teacher's normal salary.

Section 5. Term Life Insurance: The District will pay 100 percent of the premium for a term life insurance policy in the amount of $60,000 for each full-time teacher employed by the District who qualifies for and is enrolled in the District life insurance program.

Section 6. Dental Insurance: The District shall contribute a sum not to exceed $23.00 per month toward the premium for dental insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District group dental plan. Any additional cost of the program shall be borne by the teacher and paid by payroll deduction. Beginning September 1, 2022, the District contribution shall increase to but not exceed $41.00 per month.

Section 7. Claims against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Eligibility:

Subd. 1. Part-Time Teachers: The District shall make pro-rata premium contributions for part-time Teachers under contract on at least a half-time basis for the following coverage: health and hospitalization, long term disability, dental, and term life insurance.

Subd. 2. Long-Term Substitute Teachers: Long-term substitute teachers who are employed for less than a semester will not be eligible for insurance benefits until the first of the month following the completion of sixty (60) consecutive actual duty days.

Section 9. District Contributions to a Post-Retirement Health Care Savings Account.

Subd. 1. Annual District Contributions to a Post-Retirement Health Care Savings Account: The District will make annual contributions in the following amounts to an eligible Teacher's post-retirement health care savings account:

Completed Years of Service in Rockford	District Contribution 2021-2022
1st-5th completed	No contribution
Start of the 6th-10th completed	$ 500
Start of the 11th-15th completed	$ 750
Start of the 16th and on	$ 1500

Completed Years of Service in Rockford	District Contribution 2022-2023
1st-until continuing contract rights granted	No contribution
Start of the first year continuing contract rights granted - 10th completed	$ 500
Start of the 11th-15th completed	$ 750
Start of the 16th and on	$ 1500

Changes will be effective beginning in the 2022-2023 school year

(a) Years of Service: All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

(b) Eligibility:

Subd. 1. Years of Service. All full-time teachers beginning their sixth or greater year of teaching through August 2022 or granted continuing contract rights beginning September 2022 in the District are eligible for a District contribution to their post-retirement health care savings account. Matching starts at the beginning of the 6th full year in the district through August 2022 and for teachers granted continuing contract rights beginning September 2022, increases at the beginning of the 11th full year in the district, and increases to the final matching amount at the beginning of the 16th full year in the district. Eligible teachers are required to participate.

Subd. 2. Part-Time Teachers. Part-time teachers who work at least half time shall be entitled to a pro-rata contribution.

Subd. 3. Effect of an Unpaid Leave on Eligibility. Otherwise eligible teachers will not receive a District contribution to their post-retirement health care savings account during a year in which they are on unpaid leave. In the case of teachers who begin unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

(c) Payment Schedule: This benefit shall be paid by the District to the teacher's post-retirement health care savings account monthly during the

school year. Teacher contributions will be deducted from the first twenty (20) pay periods of the school year and submitted with the district contribution monthly.

Subd. 2. Insurance Continuation. Retired Teachers who fulfill the conditions set forth in Minn. Stat. § 471.61, subd. 2b, as amended, shall be eligible to remain, at their own expense, in the District's group health and hospitalization insurance plans. The District shall notify teachers of this right prior to retirement.

ARTICLE IX

UNCOMPENSATED LEAVE

Section 1. Professional Development Leave: A leave of absence of up to two years may be granted to any Teacher upon written application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities; foreign teaching programs; or a cultural or work program related to his/her professional position. Upon return from such leave, the Teacher shall be restored to the next step on the salary schedule above that at which he/she left and shall maintain the same fringe benefits to which he/she was entitled before taking said leave.

Section 2. Child Care Leave:

Subd. 1. Use: The District shall grant a child care leave of absence of up to twelve (12) months duration to any Teacher who makes written application for such leave. Child care leave shall be granted because of the need to provide parental care for a child of the teacher for an extended period of time, including cases of adoption. Such benefit shall apply to all Teachers.

Subd. 2. Request: A teacher making application for child care leave shall inform the District, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave. In the case of a child care leave of less than a three-month duration, the reference to a three-month prior notification is waived, but the teacher shall provide reasonable advance notice to the extent possible.

Subd. 3. Medical Statement: A teacher will provide, at the time of the leave application, a statement from the attending medical provider indicating the expected date of delivery when appropriate.

Subd. 4. Commencement: The beginning and ending dates of a child care leave shall be scheduled so as to coincide as closely as possible with some natural break in the school year, such as winter vacation, the end of a quarter, the end of a grading period, or the like.

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

(1.) grant any leave more than twelve (12) months in duration.

(2.) permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position the teacher is licensed and qualified unless placed on unrequested leave of absence. A teacher will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child.

Subd. 7. Failure to Return: Failure of the teacher to return by the date determined under this section shall constitute grounds for termination unless the School Board and the teacher mutually agree, in writing, to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits, except as provided in Article IX, Section 1, Subd. 3.

Section 3. Education Minnesota-Rockford Activities Leave: The District agrees to provide reasonable time off to elected officers or appointed representatives of EMR for the purposes of conducting the duties of EMR. EMR agrees to notify the Superintendent in writing at least 48 hours prior to the date for the intended use of such leave. It is understood and agreed that unless otherwise approved by the superintendent, no more than two Teachers shall be eligible to take such leave at the same time.

Section 4. Eligibility for Group Insurance Programs: A Teacher on an uncompensated leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the uncompensated leave. However, for a full-time Teacher whose uncompensated leave as provided for in this Agreement commences after the beginning of the school year, the District shall make additional contributions toward the premium for the health and hospitalization coverage previously chosen by the Teacher. The additional contributions shall be calculated as follows:

No. of duty days	Total annual	Ins. Contrib.	Additional
Worked x	District health -	Already paid =	Contribution
Total No. of	insurance	on behalf of	
duty days	contribution	teacher	

Additional contributions towards the health and hospitalization insurance premium will first be used to continue the District's normal monthly contribution. If the District's additional contribution is less than a full month's insurance premium, the Teacher must pay the additional cost of the premium prior to the first of the month, or coverage will be terminated.

Section 5. Health Leave: A Teacher, who is unable to teach because of personal illness or disability will be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year, upon written request by the Teacher and acceptance by the School Board.

ARTICLE X

COMPENSATED LEAVE

Section 1. Sick Leave:

Subd. 1. Allowance: At the beginning of each school year, Teachers shall be credited with twelve (12) days of sick leave allowance and shall be furnished with a written statement setting forth their total accumulated sick leave.

Subd. 2. Accumulation: Unused sick leave days may accumulate from year to year up to a maximum of one-hundred and forty-four (144) days.

Subd. 3. Eligible Use: Sick leave with pay shall be allowed whenever a Teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. At the time a Teacher becomes eligible to receive long-term disability compensation as provided in the Agreement, such Teacher shall no longer be eligible for any sick leave pay pursuant to this section as long as the Teacher receives long-term disability benefits. A teacher may use accrued paid sick leave for up to 12 weeks following the birth or adoption of a child, to run concurrently with leave entitlement under the FMLA, if eligible, and Minn. Stat. § 181.941. Teachers may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The School District may limit the use of such leave as provided in Minn. Stat. § 181.9413.

Subd. 4. Medical Certification: If the District believes that a Teacher is abusing sick leave, it may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. The District may require a Teacher to get a second medical certificate at District expense. In the event that a medical certificate or a second medical opinion will be required, the Teacher will be so advised.

Subd. 5. Deduction Of Used Days: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Teacher.

Subd. 6. Off The Job Injury: Sick leave benefits described in the above Subdivisions shall not be payable in instances where the Teacher, while performing services for an employer other than the District, sustains an injury for which he/she is entitled to participate in the workers' compensation coverage maintained by such other employer.

Subd. 7. Workers' Compensation: Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School

District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. To fill the workers' compensation waiting period under Minn. Stat. § 176.121, a teacher who is unable to perform work duties and responsibilities due to an injury which occurs during the duty day as a result of a work-related incident will be entitled to compensation without use of sick leave for absences occurring within the first three (3) calendar days after the disability commenced.

Subd. 8. Approval: Sick leave pay shall be approved upon submission of a signed request, or other means as designated by the district.

Section 2. Emergency Leave: A Teacher may use up to three days of sick leave for each individual emergency which requires the Teacher's attention and cannot be attended to during non-duty time, even if the emergency occurs more than once in the school year.

Section 3. Bereavement Leave: A Teacher may use up to three days of sick leave for bereavement, if more than three days of absence from the job is required due to a death in the immediate family, the Teacher may request use of additional leave days. The Superintendent, or designated representative, shall have sole discretion as to granting or denying the request for more than three days of compensated absence. In the event additional leave days are not approved, the Teacher shall have 1/183 (total days) of his/her yearly salary deducted for each day of additional absence. The immediate family shall include: teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent and those persons living in the same household.

One day per year may be used to attend a funeral of a relative or friend not stated herein provided that no more than three teachers will be excused to attend such a funeral. Additional day(s) may be granted with approval of the superintendent.

Section 4. Professional Leave:

Subd. 1: Eligible Use: The District agrees to provide upon written application by the Teachers and acceptance by the District the necessary funds for teachers who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the District. Travel, within Minnesota, meals, and registration fees shall be deemed appropriate expenses of the District as well as the cost of the substitute Teacher needed to relieve the participant. The Teacher will submit a written report regarding such a conference. This provision is limited to two days per year per teacher.

Subd. 2. School District's Request: The District also agrees to provide the necessary funds for Teachers to attend selected professional conferences or visitations to other schools if done at the request of the District.

Section 5. Jury Duty Pay: A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court.

Section 6. Personal Leave: At the beginning of each school year, each Teacher shall

be credited with two days to be used for the Teacher's personal leave. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the building principal in writing as early as possible but in any event at least 24 hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which 24 hours' notice cannot be given, the Teacher must give the reason for the absence.

Personal days may be used by no more than six Teachers and by no more than three Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

Personal days may not be taken the first day of the school year for students and the last day of the school year for students.

For the duration of the 2022-2023 school year, please reference the Memorandum of Agreement between ISD #883 and Education Minnesota-Rockford regarding Personal Leave found in A9.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Day: The basic Teacher's day shall be eight consecutive hours including a 25-minute duty free lunch period.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the District.

ARTICLE XII

WORK DAY

Section 1. Preparation Time: All teachers will have a minimum of 300 minutes of preparation time per week within the student contact day. Preparation time shall be scheduled in one or two blocks of time. Any assignment of an extra class must be mutually accepted by the Teacher for the assignment to be in effect.

ARTICLE XIII

LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The teacher contract year shall consist of 183 days of which a maximum of 174 days shall be student contact days (a school day that requires student

attendance as indicated in the annual school calendar). A minimum of four (4) (or 32 hours) days will be used for staff development purposes. The District shall solely decide the use of these four (4) staff development days or they may be divided as partial days to total 32 hours annually in 2 hours increments. At least one of the fall workshop days will be free of district meetings.

Teachers shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school.

Section 2. Emergency Closings:.

Subd. 1. Non-Weather Closings. In the event of non-weather emergency school closings, Teachers will report to the building under the direction of the building principal. The Superintendent has the discretion to have teachers work remotely. If the number of non-weather closures affect the minimum required necessary student contact hours, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

Subd. 2. E-Learning Day Plan (Weather Related). "E-Learning days" means a school day where a school offers full access to online instruction provided by student's individual teachers due to inclement weather. For weather-related school closings, see Rockford Area School District #883 -- Policy 602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY. If the number of weather-related closures exceeds the annual numbers allowed by Minnesota Statute § 120A.414, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

Subd. 3. Emergency Closings During the School Day. If students are assembled for the beginning of a school day and school is subsequently closed for emergency reasons, the Teachers shall remain in their building under the direction of their building principal until dismissed by the Superintendent. In such a case, the Teacher shall receive a full day's salary regardless of the number of hours on duty.

Section 3. Four-Day Work Week: The District will have the right to establish a four-day work week provided that the total number of hours per week of Teacher duty time will not be increased, and Teachers' preparation time shall not be decreased from the current practice. The District will meet and confer with EMR before implementing a four-day work week.

Section 4. Summer Extended Contract Pay: Teachers who perform teaching and other student support activities related to their contracted assignment in excess of the regular school calendar will be compensated on a pro-rata basis of the regular school year pay. The daily pro-rata basis shall be determined by dividing the individual regular school salary by the number of Teacher duty days. The hourly pro-rata basis shall be determined by dividing the daily pro-rata pay by the number of hours in the duty day.

Section 5. Hourly Contracted Pay: Teachers who work hourly in excess of the regular school day or year for the purpose of curriculum development and writing, preschool screening, technology, NCA, home-school tutoring, standards alignment, assistance with interviews, and other related educational assignments, will be compensated at the rate of $25.00 per hour.

ARTICLE XIV

STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

Section 1. Unrequested Leave Of Absence: Both parties acknowledge that this Article constitutes the required plan under Minnesota Statutes 122A.40, subd. 10 for unrequested leave of absence. The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Section 2 Definitions: The following definitions shall apply to this Article:

Subd 1. Teacher: "Teacher" shall mean those members of the unit as defined by the Public Employee Labor Relations Act ("PELRA") and this Agreement. For purposes of this section, "teacher" does not include Tier 1 and 2 licensed teachers, or ECFE/School Readiness teachers.

Subd 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has been assigned by the School District to teach in the subject matter or field within the past ten (10) years.

Section 3. Seniority: Seniority for purposes of ULA means date of board approval with the school district in a position requiring a license**.** In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher's seniority will reset to the date of board approval of the rehire. "Seniority" applies only to Tier 3 and 4 qualified continuing contract teachers. For seniority purposes, teachers employed as teachers on special assignment ("TOSA"), district-wide coordinators, or other positions outside of the field or subject matter classifications will be considered as part of the subject matter area most recently assigned prior to the special assignment, even if the special assignment was longer than the past ten (10) years.

Section 4. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of Licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Section 5. Establishment of Seniority List:

1. The District shall cause a seniority list (by name, date of employment, areas of licensure, and current assignment) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District no later than January 15 of each year.

2. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and

request for seniority change to the District.

3. Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Each year thereafter, the District shall cause such seniority list to be updated.

Section 6. Unrequested Leave of Absence ("ULA"):

Subd. 1. Terms: The School Board may place on ULA, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate. Also, a teacher's right to reinstatement shall terminate if a teacher fails to file with the Superintendent of Schools, by April 1 of each year, a written statement requesting reinstatement. Placement on ULA shall be effective at the close of the school year or at such earlier time as mutually agreed upon by the teacher, EMR, and the School Board.

Subd. 2. Placement: Teachers shall be placed on ULA in inverse order of seniority, in the field and subject matter(s) for which they are qualified as defined in Section 2, subdivision 2.

Subd. 3. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed and qualified.

Subd.4. Tie Breaker: In the event of a staff reduction affecting Teachers who have a tie in seniority, the Teacher having the lowest teaching license file folder number as identified on the PELSB website will be deemed to be the most senior.

Section 7. Notice to Teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement on ULA by May 1 that:

a) states the applicable grounds for the proposed placement;
b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 8. Realignment and Bumping: Nothing in this Article shall require the School

District to reassign or transfer a more senior teacher to a different assignment in order to accommodate the seniority claims of a junior teacher proposed for ULA. Nor shall the School District be required to split existing assignments into separate part-time positions for the purpose of affecting the order in which teachers are placed on or recalled from unrequested leave of absence.

Subd. 1. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher by dropping a license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through realignment or bumping. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping or realignment rights to another licensure area.

Section 9. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing only to determine that the appropriate teacher has been placed on unrequested leave of absence in accordance with Article XIV.

Subd. 1. Hearing: If a teacher requests a hearing regarding his/her proposed placement on ULA, such hearing shall be before a hearing officer selected by the School District from a list of arbitrators maintained by the Bureau of Mediation Services (BMS), and the hearing officer shall, after a hearing, make a recommendation regarding the proposed ULA to the School Board. Proposed placement on ULA shall not be subject to the grievance procedure under the Master Agreement.

Section 10. Benefits While on Leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 11. Employment Rights during Leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 12. Continuing Contract Rights and Service Credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 13. Unemployment Benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 14. Reinstatement: A teacher placed on unrequested leave of absence shall

have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed and qualified (as defined in Section 2, subd. 2). Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 15. Vacancies and Notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Subd. 1. Notices: When placed on ULA, a teacher must file his/her name, address, and e-mail address to which any notice of reinstatement or availability of position shall be mailed, with the School District's Superintendent. The School District's notification obligation is limited to the address filed with the Superintendent; the teacher on ULA is responsible to provide the School District with any address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Section 16. Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of ten (10) days, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) working days.

Subd. 1. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

i. make written application prior to the expiration date of the notice, and;
ii. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 2: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Subd. 3. Acceptance of Reinstatement: A teacher on ULA shall have fifteen (15) working days from the date of mailing or emailing of the notice in subd. 2 to accept reinstatement. Failure to accept, in writing, within such fifteen (15) working days period shall constitute a waiver on the part of the teacher to any and all reinstatement or employment rights.

Subd. 4. Expiration of Reinstatement Rights: Reinstatement rights shall

automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of EMR, the School District and a qualified teacher.

Section 17. Effect: This Article shall be effective on the ratification date of this Master Agreement and shall be governed by its duration clause. This Article shall govern all teachers, as defined in Section 2, subd. 2 and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement.

ARTICLE XV

SUBSTITUTES

Substitute Duties: In an emergency or when a substitute Teacher cannot be obtained, Teachers will be assigned substitute duties if they desire and the District approves. Teachers will be paid for substitute duty at the rate of $25.00 per clock hour (60 minutes), or may accumulate comp time in half-hour (30 minutes) increments. Upon request of the Teacher and pre-approval by the Supervisor, the Teacher may use comp time in 30-minute increments up to a full day (480 minutes).

ARTICLE XVI

RETIREMENT

Section 1. Rehiring: Teachers, who resign upon retirement but are subsequently rehired, shall be appropriately placed on the salary schedule. They shall maintain sick leave, less the amount, if any, surrendered for the severance benefit under this article, and other fringe benefits which have accrued previous to the time at which they resign upon retirement.

Section 2 Retirement Notification: Teachers intending to retire will notify the District of their intent to retire by April 1st of the year of their retirement. Those who notify the district by February 1st of their intent to retire will receive a $500 stipend.

ARTICLE XVII

DEFERRED COMPENSATION

Section 1. Deferred Compensation: The District will make matching contributions for an eligible Teacher to an approved deferred compensation plan in an amount not to exceed the following:

Completed Years of Service in Rockford	Matching District Contribution 2021-2022
1st-5th completed	No match
Start of the 6th-10th completed	$ 500
Start of the 11th-15th completed	$ 900

Start of the 16th and on	$ 2250

Completed Years of Service in Rockford	Matching District Contribution 2022-2023
1st until continuing contract rights granted	No match
Start of the first year continuing contract rights granted - 10th completed	$ 500
Start of the 11th-15th completed	$ 900
Start of the 16th and on	$ 2250

Changes will be effective beginning in the 2022-2023 school year

Section 2. Participation: Participation in the Deferred Compensation Plan (DCP) is voluntary. No staff member will be required to participate in the DCP.

Section 3. Years of Service: All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

Section 4. Eligibility:

Subd. 1. Years of Service. All full-time teachers beginning their sixth or greater year of teaching through August 2022 or granted continuing contract rights beginning September 2022 in the District are eligible to participate in the DCP. The DCP shall be operated as a Section 403(b) Plan and a Section 457 Plan. Matching starts at the beginning of the 6th full year in the district through August 2022 and for teachers granted continuing contract rights beginning September 2022, increases at the beginning of the 11th full year in the district and increases to the final matching amount at the beginning of the 16h full year in the district.

Subd. 2. Part-Time Teachers. Part-time teachers who work at least half-time shall be entitled to a pro-rata contribution.

Subd. 3. Effect of an Unpaid Leave on Eligibility. Otherwise eligible teachers will not be allowed to participate in the DCP during a year in which they are on unpaid leave. In the case of teachers who began unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

Subd. 4. Notice. The District will notify teachers when they become eligible to participate in the DCP. Teachers will notify the District prior to August 1 of the amount they wish to contribute for the following year. The District will not be responsible for matching funds for teachers ineligible through resignation, termination or the granting

of a leave.

Subd. 5. Changes in the Amount of a Teacher's Annual Contribution. Changes in individual contributions matched by District funds will be allowed in accordance with plan documents.

Subd. 6. Teacher's Responsibility. It shall be each teacher's responsibility to insure that his/her DCP is in compliance with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulations shall not be exceeded.

Section 5. District Obligation: The District's only obligation under this agreement is to contribute the appropriate amount to the teacher's deferred compensation plan. The District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. EMR and its members shall hold the District harmless in the event of any financial, legal or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the teacher and the service provider.

ARTICLE XVIII

EDUCATION MINNESOTA-ROCKFORD SECURITY

Section 1. Meetings: Meetings of EMR shall be scheduled through the District office and shall be held other than during the regular Teacher work day except for the six meetings which may be held in the morning prior to the beginning of the student day provided that such meetings conclude early enough so as to allow teachers to be on duty in their respective buildings by at least 25 minutes prior to the commencement of the student day.

Section 2. Reports: The School District agrees to furnish to EMR, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, the treasurer's reports, census and membership data, names and addresses of all teachers and salaries paid thereto. Mechanical or photo process copies of such information may be made by EMR at the expense of EMR.

ARTICLE XIX

GRIEVANCE PROCEDURE

"Grievance" means a dispute or disagreement, between the School District and EMR, as to the interpretation or application of any term or terms of any contract required under the P.E.L.R.A.

STEP 1. In the event that EMR believes there is a basis for a grievance EMR shall meet on an informal basis with the administrator in an attempt to resolve the grievance within sixty
(60) working days after the occurrence that gave rise to the grievance.

The term “working days” shall be defined as Monday-Friday excluding days when District offices are closed.

STEP 2. Following informal discussion with the administrator, if EMR believes a grievance still exists, EMR may invoke the formal grievance procedure using the form set forth in annexed Appendix A (or a facsimile of the form) signed by the EMR President or designee. A copy of the grievance form shall be given to the administrator within 15 working days of the first informal hearing. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

Within 7 working days of receipt of the grievance, the administrator shall meet with the EMR in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within 7 working days of such meeting, and shall furnish a copy thereof to EMR.

STEP 3. If EMR is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 working days of such meeting, the grievance may be transmitted to the Superintendent by the EMR President or designee. Within 7 working days the Superintendent or his/her designee shall meet with EMR on the grievance and shall indicate his/her disposition of the grievance in writing within 7 working days of such meeting, and shall furnish a copy thereof to EMR.

STEP 4. If EMR is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within 7 working days of such a meeting, the grievance shall be transmitted to the District by filing a written copy thereof with the School Board by the EMR President or designee. The Board (or its designee), no later than its next regular meeting, shall meet with EMR. Disposition of the grievance in writing by the Board shall be made no later than 7 working days thereafter. A copy of such disposition shall be furnished to EMR.

STEP 5. If EMR is not satisfied with the disposition of the grievance by the District, or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator by the EMR President or designee. Either party may request a list of arbitrators from the Bureau of Mediation Services, providing such request is made within twenty (20) working days after the board’s disposition of the grievance. The arbitrator shall have not power to alter, add to or subtract from the terms of this contract.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

The fees and expenses of the arbitrator shall be shared equally by the parties. Processing of all grievances shall be during the normal work day whenever possible, and Teachers shall not lose wages due to their necessary participation. For purposes of this paragraph, Teachers entitled to wages during their necessary participation in a grievance proceeding are as follows:

1. The number of Teachers equal to the number of persons participating in the grievance proceeding on behalf of the District; or
2. If a number of persons participating on behalf of the District is less than three, three teachers may still participate in the proceedings without loss of wages.

The parties by mutual written agreement, may waive any step, and extend any time limits in the grievance procedure. However, failure to adhere to the most recently agreed upon time limits will result in a forfeit of the grievance by either party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party the District shall use its best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible.

Any claim or grievance arising prior to the expiration date of this contract may be processed through the grievance procedure until resolution.

No reprisals of any kind will be taken by the District or the school administration against any Teacher because of his/her participation in this grievance procedure.

ARTICLE XX

MEET AND CONFER

EMR shall select representatives to meet and confer with the representative or committee of the District on items not included in the definition and terms and conditions of employment. The District representative or committee shall meet with the EMR representatives at least every four months, if requested by the EMR representatives.

ARTICLE XXI

PUBLIC OBLIGATION

Section 1. Job Action: If other District employees engage in a strike, Teachers will not participate in a slowdown, work stoppage or sympathy strike, even if permitted by law.

Section 2. Work Requirement: Teachers will not be required to do any work that Teachers do not regularly perform for the duration of a strike by another bargaining unit.

ARTICLE XXII

RETROACTIVITY

Section 1. Duration: This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice to such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the

expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the terms of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. Publication: Within 21 days after this Agreement is reached by the parties, the District shall prepare and print five (5) official copies and provide an electronic copy to EMR for distribution to the Teachers.

ARTICLE XXIII

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/SCHOOL READINESS TEACHERS

Section 1. The terms and conditions for ECFE and School Readiness teachers will be the same as those agreed upon in the Teacher's Master Contract unless specified in this article.

Section 2. Statutory Considerations: Pursuant to Minn. Stat. § 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an ECFE program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. School Readiness (SR) teachers required by the District to hold an appropriate licensure with the Professional Educator Licensing and Standards Board will be entitled to the terms and conditions of this agreement, except as modified or defined in this Article. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE or SR teachers within the definition of a teacher for purposes of Minn. Stat. § 122A.40 Subd. 1.

Section 3: Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, variable and market driven nature of the ECFE and SR programs, the hours of service, duty day, duty week, and duty year for ECFE/SR teachers shall be as assigned by the School District and may be modified from time to time based upon the needs and fiscal limitations of the ECFE/SR programs.

Section 4: Compensation: ECFE/SR teachers shall be compensated pursuant to the rates identified in Schedule E.

Subd 1. Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of 728 hours

of paid service in the previous school year. Teachers who work less than 728 hours per year will advance a level on the subsequent July 1 when paid service equals 728 hours since last advancement.

Section 5. Leaves:

Subd. 1. Sick Leave: ECFE/SR teachers working 30 or more hours per week will be granted sick leave on a prorated basis per the Master agreement. Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). Unused sick leave days may accumulate from year to year up to a maximum of 100 days. (ECFE/SR teachers who previously qualified for twelve (12) sick days prior to this Agreement will continue to be granted twelve (12) sick days per year. These teachers shall not lose any already-accrued sick days.) Sick leave with pay shall be allowed under the conditions set forth in Article X Section 1 Subd. 3.

Subd. 2. Personal Leave: ECFE/SR teachers working 30 or more hours per week will be granted personal business leave on a prorated basis per the Master agreement. Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). No more than 1 ECFE/SR teacher will be granted personal leave on any given day, except in the case of an emergency. (ECFE/SR teachers who qualify for personal leave during the 19-20 school year, will be granted two (2) personal days.)

Subd. 3. Workers' Compensation: ECFE/SR teachers working 30 or more hours per week will have access to workers' compensation benefits on a prorated basis pursuant to the terms of Article X, Section 1, Subd. 7. Prorated leave will be calculated using the same formula for sick leave in subdivision 1.

Subd. 4. Emergency Leave: ECFE/SR teachers working 30 or more hours per week will have access to Emergency Leave on a prorated basis pursuant to the terms of Article X, Section 2. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

Subd. 5. Bereavement Leave: ECFE/SR teachers working 30 or more hours per week will have access to Bereavement Leave on a prorated basis pursuant to the terms of Article X, Section 3. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

Subd. 6. Jury Duty Pay: A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court.

Section 6: Group Insurance: ECFE/SR teachers working 30 or more hours per

week will be granted group insurances, health and hospitalization, health savings account, long term disability, dental, and term life insurance on a prorated basis per the Master agreement. The prorated percentage of premiums paid by the District will be calculated by: number of hours of ECFE/SR teacher's letter of assignment divided by the number of hours for a full time teacher (1.0 FTE).

Section 7. Probationary Period: The probationary period for ECFE/SR teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of 120 days of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/SR teacher, and the ECFE/SR teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/SR teacher may be disciplined, suspended or discharged only for just cause, subject to ARTICLE XIX, Grievance Procedure and ARTICLE V, Section 5 and 6, Investigation and Discipline.

Section 8. Applicable Sections of the Master Agreement: ECFE/SR teachers shall be covered by the following articles of the Master Agreement unless otherwise noted within the contract:

ARTICLE I, PURPOSE,
ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,
ARTICLE III, DEFINITIONS,
ARTICLE IV, SCHOOL DISTRICT RIGHTS,
ARTICLE V, TEACHER RIGHTS,
ARTICLE IX, UNCOMPENSATED LEAVE,
ARTICLE XVII, DEFERRED COMPENSATION,
ARTICLE XVIII, EDUCATION MINNESOTA-ROCKFORD SECURITY
ARTICLE XX, MEET AND CONFER
ARTICLE XXI, PUBLIC OBLIGATION,
ARTICLE XXII, RETROACTIVITY

Section 9. Sections of the Master Agreement Not Applicable: ECFE/SR teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed K-12 teachers unless otherwise noted within the contract:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,
ARTICLE VIII, GROUP INSURANCE,
ARTICLE X, COMPENSATED LEAVE,
ARTICLE XI, HOURS OF SERVICE,
ARTICLE XII, WORK DAY,
ARTICLE XIII, LENGTH OF THE SCHOOL YEAR,
ARTICLE XIV, STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT
ARTICLE XV, SUBSTITUTES,
ARTICLE XVI, RETIREMENT
ARTICLE XIX, GRIEVANCE PROCEDURE (only inapplicable to probationary ECFE/SR teachers, consistent with Section 7)

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR
EDUCATION MINNESOTA- ROCKFORD

_____
Co-President, EMR

_____
Co-President, EMR

_____
Negotiations Chair, EMR

Dated this ____ day of _____, 2022

FOR
INDEPENDENT SCHOOL DISTRICT NO. 883

_____
Chair

_____
Clerk

_____
Superintendent

Dated this ____ day of _____, 2022

APPENDIX A

GRIEVANCE REPORT FORM

Name_____Building_____

Assignment

Date Grievance Filed

Grievance Filed at What Step?

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated _____Signature of EMR _____

A1

SCHEDULE A

SALARY SCHEDULE 2021-2022									
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/EdD
1	41,051	42,015	42,980	43,837	45,445	46,623	47,802	49,356	52,303
2	42,567	43,531	44,496	45,719	47,327	48,505	49,736	51,552	54,394
3	44,083	45,047	46,012	47,601	49,208	50,387	51,671	53,747	56,485
4	45,599	46,563	47,528	49,483	51,090	52,269	53,605	55,943	58,576
5	47,115	48,079	49,044	51,365	52,972	54,151	55,539	58,138	60,667
6	48,631	49,595	50,560	53,247	54,854	56,033	57,473	60,334	62,758
7	50,147	51,111	52,076	55,129	56,736	57,915	59,407	62,529	64,849
8	51,663	52,627	53,592	57,010	58,618	59,797	61,341	64,725	66,940
9	53,179	54,143	55,108	58,892	60,500	61,679	63,276	66,920	69,031
10	54,695	55,659	56,624	60,774	62,382	63,561	65,210	69,116	71,122
11	56,211	57,175	58,140	62,656	64,264	65,442	67,144	71,312	73,213
12		58,691	59,656	64,538	66,146	67,324	69,078	73,507	75,304
13			61,172	66,420	68,027	69,206	71,012	75,703	77,395
14			61,172	68,302	69,909	71,088	72,946	77,898	79,486
15			61,172	68,302	69,909	72,970	74,881	80,094	81,577
16			61,172	68,302	69,909	72,970	74,881	80,094	81,577
17			61,172	68,302	69,909	72,970	74,881	80,094	81,577
18			63,734	68,302	69,909	72,970	74,881	80,094	81,577
19				70,864	72,472	72,970	74,881	80,094	81,577
20						75,533	77,443	82,656	84,140

SCHEDULE A

SALARY SCHEDULE 2022-2023									
STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PhD/EdD
1	41,872	42,856	43,839	44,714	46,354	47,556	48,758	50,343	53,349
2	43,418	44,402	45,386	46,633	48,273	49,475	50,731	52,583	55,482
3	44,965	45,948	46,932	48,553	50,193	51,395	52,704	54,822	57,615
4	46,511	47,495	48,478	50,473	52,112	53,315	54,677	57,062	59,748
5	48,057	49,041	50,025	52,392	54,032	55,234	56,650	59,301	61,880
6	49,603	50,587	51,571	54,312	55,951	57,154	58,623	61,541	64,013
7	51,150	52,133	53,117	56,231	57,871	59,073	60,595	63,780	66,146
8	52,696	53,680	54,664	58,151	59,790	60,993	62,568	66,019	68,279
9	54,242	55,226	56,210	60,070	61,710	62,912	64,541	68,259	70,412
10	55,789	56,772	57,756	61,990	63,629	64,832	66,514	70,498	72,545
11	57,335	58,319	59,302	63,909	65,549	66,751	68,487	72,738	74,677
12	57,335	59,865	60,849	65,829	67,468	68,671	70,460	74,977	76,810
13	57,335	59,865	62,395	67,748	69,388	70,590	72,433	77,217	78,943
14	57,335	59,865	62,395	69,668	71,308	72,510	74,405	79,456	81,076
15	57,335	59,865	62,395	69,668	71,308	74,429	76,378	81,696	83,209
16	57,335	59,865	62,395	69,668	71,308	74,429	76,378	81,696	83,209
17		59,865	62,395	69,668	71,308	74,429	76,378	81,696	83,209
18			65,009	69,668	71,308	74,429	76,378	81,696	83,209
19				72,282	73,921	74,429	76,378	81,696	83,209
20						77,043	78,992	84,309	85,822

SCHEDULE C 2021-2022

Position	1-3 years	4-7 years	8+ years
Football V	5500	5900	6300
Football Asst/JV	4050	4400	4750
Football C/9th	3450	3700	3950
Football 7&8	2350	2550	2750
Volleyball V	5500	5900	6300
Volleyball Asst/JV	4050	4400	4750
Volleyball C/9th	3450	3700	3950
Volleyball 7&8	2350	2550	2750
Soccer V	4750	5100	5450
Soccer Asst/JV	3450	3750	4050
Soccer C/9th	3150	3350	3550
Soccer 7&8	2100	2300	2500
Cross C V	4750	5100	5450
Cross C Asst/JV	3450	3750	4050
Cross C C/9th	3150	3350	3550
Cross C 7&8	2100	2300	2500
Tennis V	4750	5100	5450
Tennis Asst/JV	3450	3750	4050
Tennis C/9th	3150	3350	3550
Tennis 7&8	2100	2300	2500
Basketball V	5500	5900	6300
Basketball Asst/JV	4050	4400	4750
Basketball C/9th	3450	3700	3950
Basketball 7&8	2350	2550	2750
Wrestling V	5500	5900	6300
Wrestling Asst/JV	4050	4400	4750
Wrestling C/9th	3450	3700	3950
Wrestling 7&8	2350	2550	2750
Gymnastics V	5500	5900	6300
Gymnastics Asst/JV	4050	4400	4750
Gymn. C/9th	3450	3700	3950
Gymn. 7&8	2350	2550	2750

Position	1-3 years	4-7 years	8+ years
Baseball V	4750	5100	5450
Baseball Asst/JV	3450	3750	4050
Baseball C/9th	3150	3350	3550
Baseball 7&8	2100	2300	2500
Softball V	4750	5100	5450
Softball Asst/JV	3450	3750	4050
Softball C/9th	3150	3350	3550
Softball 7&8	2100	2300	2500
Track V	4750	5100	5450
Track Asst/JV	3450	3750	4050
Track C/9th	3150	3350	3550
Track 7&8	2100	2300	2500
Golf V	4750	5100	5450
Golf Asst/JV	3450	3750	4050
Golf C/9th	3150	3350	3550
Golf 7&8	2100	2300	2500
Cheer Adv	3800	4000	4200
Danceline	3800	4000	4200
Danceline Asst/JV	2700	2900	3100
Musical Director	3600	3800	4000
Musical-Music Dir	3600	3800	4000
Musical Accomp/Asst Dir	1050	1150	1250
Productions Dir.	2200	2300	2400
Musical MS	3600	3800	4000
Pit Orchestra	1600	1800	2000
3-Act	3600	3800	4000
1-Act	2300	2500	2700
Speech H	3350	3600	3950
Speech Assist	2550	2850	3150
Mock Trial	1900	2100	2300
Robotics	2700	2900	3100

SCHEDULE C 2021-2022

Post-season Pay Schedule	Assistant	Head
Teams advancement per week (6+ participants)	$300	$500
Individual Advancement per week (<6 participants)	$200	$300
Pep Band		$50 per event

Post-Season pay is considered as a team and/or individual advancement beyond all guaranteed post-season play. The MSHSL allowable coaching numbers for post-season play.

Stipend Only Positions	Stipend
Chamber Choir	$ 2,190
Jazz Band	$ 2,190
Choir Contest	$ 1,460
Band Contest	$ 1,460
MS Jazz	$ 550
Pep Band	$ 1,100
Sum. March Head	$ 1,300
Sum. March Asst.	$ 850
Yearbook HS	$ 4,100
Yearbook MS	$ 1,800
Yearbook ES	$ 700
Student Council HS	$ 1,900
Student Council MS	$ 1,200
Student Council ES	$ 950
Class ADV. 9-12	$ 600
NHS	$ 1,300
FFA (2)	$ 3,450
HS Link (4)	$ 600
MS (Link 4)	$ 600
DECA	$ 1,650
STRIVE	$ 550

SCHEDULE C 2022-2023

Position	1-3 years	4-7 years	8+ years
Football V	5610	6018	6426
Football Asst/JV	4131	4488	4845
Football C/9th	3519	3774	4029
Football 7&8	2397	2601	2805
Volleyball V	5610	6018	6426
Volleyball Asst/JV	4131	4488	4845
Volleyball C/9th	3519	3774	4029
Volleyball 7&8	2397	2601	2805
Soccer V	4845	5202	5559
Soccer Asst/JV	3519	3825	4131
Soccer C/9th	3213	3417	3621
Soccer 7&8	2142	2346	2550
Cross C V	4845	5202	5559
Cross C Asst/JV	3519	3825	4131
Cross C C/9th	3213	3417	3621
Cross C 7&8	2142	2346	2550
Tennis V	4845	5202	5559
Tennis Asst/JV	3519	3825	4131
Tennis C/9th	3213	3417	3621
Tennis 7&8	2142	2346	2550
Basketball V	5610	6018	6426
Basketball Asst/JV	4131	4488	4845
Basketball C/9th	3519	3774	4029
Basketball 7&8	2397	2601	2805
Wrestling V	5610	6018	6426
Wrestling Asst/JV	4131	4488	4845
Wrestling C/9th	3519	3774	4029
Wrestling 7&8	2397	2601	2805
Gymnastics V	5610	6018	6426
Gymnastics Asst/JV	4131	4488	4845
Gymn. C/9th	3519	3774	4029
Gymn. 7&8	2397	2601	2805

Position	1-3 years	4-7 years	8+ years
Baseball V	4845	5202	5559
Baseball Asst/JV	3519	3825	4131
Baseball C/9th	3213	3417	3621
Baseball 7&8	2142	2346	2550
Softball V	4845	5202	5559
Softball Asst/JV	3519	3825	4131
Softball C/9th	3213	3417	3621
Softball 7&8	2142	2346	2550
Track V	4845	5202	5559
Track Asst/JV	3519	3825	4131
Track C/9th	3213	3417	3621
Track 7&8	2142	2346	2550
Golf V	4845	5202	5559
Golf Asst/JV	3519	3825	4131
Golf C/9th	3213	3417	3621
Golf 7&8	2142	2346	2550
Cheer Adv	3876	4080	4284
Danceline	3876	4080	4284
Danceline Asst/JV	2754	2958	3162
Musical Director	3672	3876	4080
Musical-Music Dir	3672	3876	4080
Musical Accomp/Asst Dir	1071	1173	1275
Productions Dir.	2244	2346	2448
Musical MS	3672	3876	4080
Pit Orchestra	1632	1836	2040
3-Act	3672	3876	4080
1-Act	2346	2550	2754
Speech H	3417	3672	4029
Speech Assist	2601	2907	3213
Mock Trial	1938	2142	2346
Robotics	2754	2958	3162

SCHEDULE C 2022-2023

Post-season Pay Schedule	**Assistant**	**Head**
Teams advancement per week (6+ participants)	$300	$500
Individual Advancement per week (<6 participants)	$200	$300
Pep Band		$50 per event

Post-Season pay is considered as a team and/or individual advancement beyond all guaranteed post-season play. The MSHSL allowable coaching numbers for post-season play.

Stipend Only Positions	Stipend
Chamber Choir	$ 2,234
Jazz Band	$ 2,234
Choir Contest	$ 1,489
Band Contest	$ 1,489
MS Jazz	$ 561
Pep Band	$ 1,122
Sum. March Head	$ 1,326
Sum. March Asst.	$ 867
Yearbook HS	$ 4,182
Yearbook MS	$ 1,836
Yearbook ES	$ 714
Student Council HS	$ 1,938
Student Council MS	$ 1,224
Student Council ES	$ 969
Class ADV. 9-12	$ 612
NHS	$ 1,326
FFA (2)	$ 3,519
HS Link (4)	$ 612
MS (Link 4)	$ 612
DECA	$ 1,683
STRIVE	$ 561

SCHEDULE E
2021-2023

Early Childhood Family Education / School Readiness Teacher's Rate Schedule

2021-2022	
Levels	**Rate**
Base 0	$26.44
1	$26.74
2	$27.04
3	$27.34
4	$27.64
5	$27.99
6	$28.34
7	$28.98
8	$29.33
9	$29.68
10	$30.09
11	$30.49
12	$30.90
13	$31.30
14	$31.70
15	$32.11
16	$32.51
17	$32.92
18	$33.32

2022-2023	
Levels	**Rate**
Base 0	$26.44
1	$26.74
2	$27.04
3	$27.34
4	$27.64
5	$27.99
6	$28.34
7	$29.56
8	$29.92
9	$30.28
10	$30.69
11	$31.10
12	$31.51
13	$31.93
14	$32.34
15	$32.75
16	$33.16
17	$33.57
18	$33.99

Level Advancement: ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of 728 hours of paid service in the previous school year. Teachers who work less than 728 hours per year will advance a level on the subsequent July 1 when paid service equals 728 hours since last advancement, Section 4, Subd. 1 ECFE/SR Teachers Article XXIII.

MEMORANDUM OF AGREEMENT

BETWEEN ISD #883 AND EDUCATION MINNESOTA-ROCKFORD

This letter is to confirm an agreement between the School District and EMR regarding personal leave for the 2022-2023 school year.

Section 6. Personal Leave:

Subd 1. Allowance: At the beginning of each school year, each Teacher on step 1 to 7 on the salary schedule shall be allowed two (2) days of personal leave with pay; teachers on step 8 to 15 will receive three (3) days of personal leave with pay; teachers on step 16 or higher numbered step will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay. An adjustment to this request will be made for any personal days used after May 10th.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the building principal in writing as early as possible but in any event at least 24 hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which 24 hours' notice cannot be given, the Teacher must give the reason for the absence.

Personal days may be used by no more than six Teachers and by no more than three Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

Personal days may not be taken the first day of the school year for students and the last day of the school year for students., unless approved by the Superintendent.

Subd. 2. Sick Leave Trade for Personal Leave: Teachers who have a minimum of one hundred (100) sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day for that year. Teachers who qualify must make this election by September 15 of each school year.

Subd. 3. Restrictions: Teachers will not be granted the option of taking additional personal days without pay (dock days) without written permission from the Superintendent. If a teacher has no remaining personal days and if a day(s) without pay is approved by the Superintendent, there will be an amount equal to the annual salary divided by the number of Teacher duty days that shall be deducted for each day's absence. That Teacher will also only receive two personal days the following year, forfeiting the additional days for longevity and also the ability to trade sick leave for personal leave in Article X, Section 6 Subd. 2 for the following year. After that year, the Teacher will regain the right to both of these benefits for subsequent years.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Galapagos Student Trip Summer 2022

Meeting Date: February 23, 2022

Prepared by: Calli Zastoupil and Leah Nelson (Hogle)

Date Prepared: February 10, 2022

■ Information ☐ Briefing ■ Action ■ Enclosure Item(s)

Ms. Zastoupil and Ms. Nelson will present information for the travel to Galapagos over the 2022 Summer.

The following districts only sent teachers to their trips:

	A	B	C
1	**DATE**	**NAME / DISTRICT**	**QUESTION**
2	**2/10/22**	**Ivonne - Rockford**	**When students travel internationally, does your district requires an administrator to go with the group?**
3	**Date**	**Name**	**Reply**
4	2/10/22	Tricia - Marshall	It has been several years since we've traveled internationally, but when we did, only teachers went - no administrators.
5	2/10/22	Jody - Centennial	
6	2/10/22	Kris- Litchfield	Only teachers go along, not admin
7	2/10/22	Sarah - Owatonna	Teachers have gone
8	2/10/22	Jen - Bagley	Teachers have gone
9	2.10.22	Brenda - Pequot Lakes	No admin. Just teachers.
10	2.11.22	Deb-Moorhead	No admin. teachers and adult chaperones.
11	2.12.22	Katie - St. Clair	
12	2/11/22	Joy - Forest Lake	Same here - it's been a few years, but only teachers and adult chaperones (with background checks) accompany. No administrators required.
13	2/11/22	Kelly - Mora	No Admin, Only Teachers/Advisors and adult chaperones (w/background checks)
14	2/11/22	Lori - Farmington	No Admin, Only Teachers/Advisors and adult chaperones (w/background checks)

Paul Downer, from Delano responded: *"It's usually just teachers for us. We've had administrators go in the past but I don't think they went because of their position, more just because it was a program that they were involved in."*

Anita Underberg, from Buffalo responded: *"We have not required an administrator to go on the trip. Our World Languages teachers have made trips to Germany, France and Spain and have just had teachers."*

Quito, Santa Cruz Island, Isabela Island, San Cristóbal Island, Riobamba – 12 Days

Our agenda

What we are going to cover

1. Introduction
2. Our itinerary
3. What’s included
4. Our travel partner
5. Safety and support

Hello! Our names are…

Leah Hogle & Calli Zastoupil

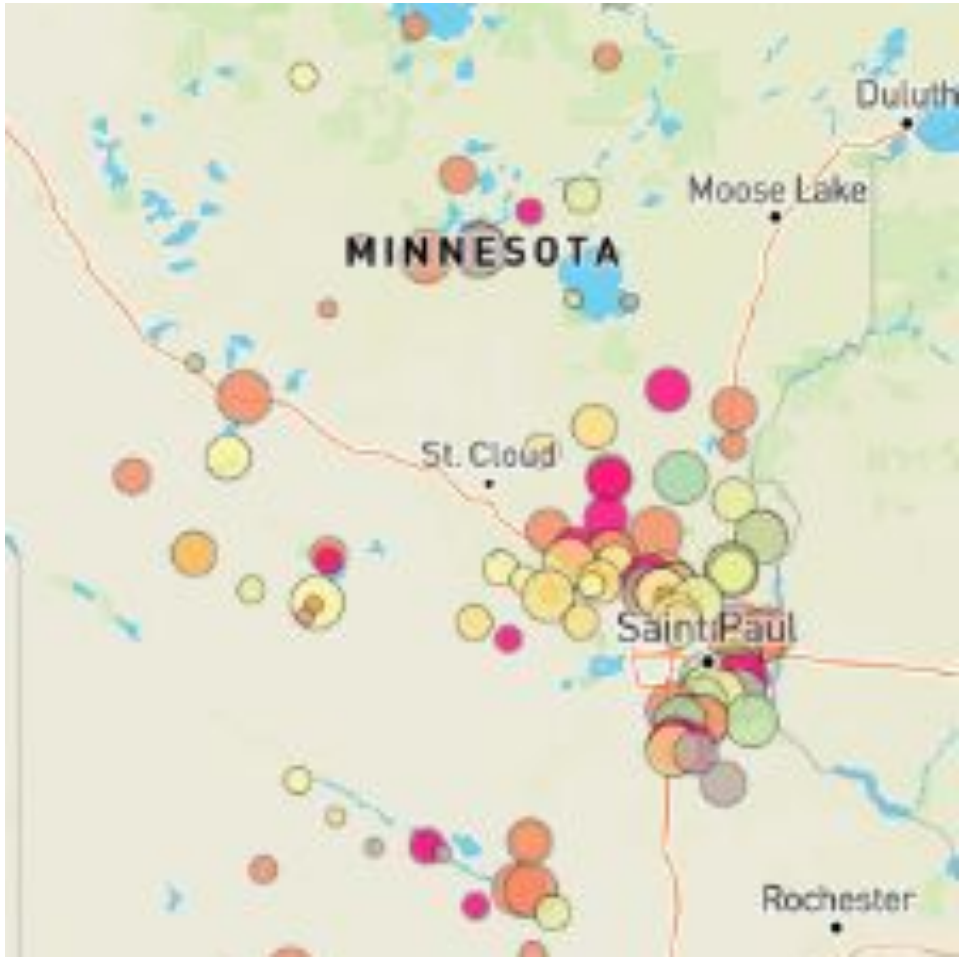
Why I travel…

EF Educational Tours

Our educational travel and safety partner

- Over 55 years of experience
- Staff on the ground 365 days a year in over 50 countries including an office in Panama City, Panama
- World leader in international education
- Accredited, just like our school

Other nearby schools that travel with EF



Charting the Galápagos Islands

Santa Cruz Island
(2 nights)

San Cristóbal Island (1 night)

Isabela Island (1 night)

Otavalo

Quito (4 nights)

Riobamba (2 nights)

Quito & Santa Cruz Island

Days 1-3

Day 1

Fly to Ecuador

Day 2

Explore Quito with your Tour Director

See the equatorial line

Visit the Church of la Compañía de Jesús

Travel by boat to Isabela Island

Day 4

Visit the Charles Darwin Research Station

Visit the Santa Cruz highlands to see wild tortoises

Fly to Baltra Island

Day 3

Isabela Island, Santa Cruz Island & San Cristóbal Island

Days 4-7

Visit a pink flamingo habitat

Go snorkeling

Day 5

Travel to Santa Cruz Island & swim at Las Grietas canyon

Visit the Playa de los Alemanes Beach

Boat over to Cristóbal Island & hike Tijeretas Hill

Go snorkeling at La Loberia Beach

Explore San Cristóbal Island

Fly to Quito

Day 6

Day 7

Quito & Riobamba

Days 8-12

Day 8

Take a day trip to Otavalo

Explore the local markets

Visit a waterfall in Cotacachi

Day 9

Visit the Baños hot springs

Take a day trip to Guamote

Participate in a cultural exchange with a local community

Travel back to Quito

Travel home

Day 10

Day 11

Day 12

Our Travel Dates

Block off your calendars from the earliest departure to the latest return

- Our flexibility with these dates will help EF create the best on-the-ground experience for us
- We will receive our final date range 2-3 months before tour
- Our group could be combined with another school, requesting similar dates and destinations, which will be a great opportunity to meet students from another part of the country

Our Group

- We currently have 6 students signed up for the trip
- EF pays for 1 chaperone for every 6 students signed up

What's included in our itinerary

Round-trip airfare on major airline carriers

Hotel stays at quality, clean accommodations

Regional-style meals for breakfast and dinner

Tour Director who will be with us 24/7

Transportation on tour, including a comfortable motorcoach bus

Expert local guides providing cultural insight

Guided sightseeing of all our destination has to offer

Entrances to landmarks & attractions

Why I partner with EF…

COVID Safety Protocols

All travelers and parents will receive information about local COVID-19 guidelines and regulations expected to be in place during their tour.

COVID-19 Safe Traveler Agreement

In order to maintain as safe of an environment as possible, all travelers will be required to complete a COVID-19 Safe Traveler Agreement.

Pre-tour testing

All travelers are required to bring proof of their negative result from a COVID-19 PCR or Antigen test, completed using a sample taken no more than 72 hours prior to their scheduled flight departure.

Vaccines

All travelers are required to be fully vaccinated against COVID -19 in order to travel.

Masks & hand sanitizer on tour

Masks must be worn if required by local regulations and will be required on the coach bus in all destinations. Hand sanitizer will be available in hotels and restaurants, and on your group's motorcoach.

Hotels

We partner with hotels that practice enhanced safety measures such as frequent cleaning of common areas and thoroughly disinfecting rooms between guests.

Dedicated motorcoach

Your coach will be thoroughly cleaned daily, and high-touch areas will be wiped down throughout the day.

Tour Director & local staff

All our local staff and your expert Tour Director will be ready to explain guidelines in the destinations you are traveling to. Your Tour Director and our Safety and Incident Response Team are trained on how to support travelers should any member of your group feel ill during your trip.

Our safety partner

- Local support and insight worldwide
- EF' Safety and Incident Response Team
- Rigorous health standards
- 24/7 Tour Director and chaperone team support

Our support partner

Tour Consultant

My consultant helps me, your Group Leader, every step of the way from planning our tour all the way until we depart

Traveler Support Team

This team works with all of you, parents and students, to answer any possible questions from payments to dietary needs and more, including all the what-ifs and how-tos

Tour Director

Our Tour Director is our 24/7, bilingual guide who will be leading our tour, handling all of the logistics, and exposing us to local history and culture

Group Leader

That's me! I'll be here to support all of you as well, along with my chaperone team

Book with confidence

For our group:

Peace of Mind Program

This program provides our group with flexibility to change our trip during uncertain times and for unforeseen circumstances.

**We will provide more information about all these benefits after this info session.*

For each traveler:

Global Travel Protection (included)

Included for all travelers, this plan provides coverage for baggage and property, trip cancellation and interruption, and more.

Global Travel Protection Plus (+$295)

Available to all travelers upon enrollment, this plan allows for cancellation for any reason up to 24 hours prior to departure.

Book with confidence

EF's industry-leading safety & coverage programs for 2022 tours
When you decide to travel with EF, we want you to feel secure in that decision. Below are a range of policies and programs designed to meet our travelers' specific needs—no matter where they are in the planning process.

COVID-19 Peace of Mind Program
Provided to all groups departing through September 30, 2022

EF COVID Care Promise
If a traveler is diagnosed with COVID-19 while on tour, EF will provide or arrange for the following, consistent with local requirements, at **no additional expense to the traveler** throughout the duration of any on-tour quarantine period:

- Lodging and meals
- EF representatives available to support the traveler and to coordinate with local authorities on their behalf where necessary
- Assistance connecting with local health care providers
- Translation services
- Communication between the traveler and the traveler's family back home
- EF-arranged flights home, based on existing itinerary, for the traveler once cleared to return
- If the diagnosed traveler is a minor, flights for their parent or guardian to join them at the tour location

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: RAS Calendar 2022-23 & 2023-24
Meeting Date: 02/23/2022
Prepared by: Kevin Keller, Director of Teaching and Learning
Date Prepared: 02/11/2022

☐ Information ☐ Briefing ■ Action ■ Enclosure Item(s)

The RAS Administration is asking the Rockford School Board to approve the 2022-23 & 2023-24 Academic Calendars as submitted.

Features of the Calendar Proposal

- 4-day Workshop week
- Grading/Prep – End of each quarter
- No school the day before Thanksgiving
- No Late Start days
- Spring Break – Full week
- Good Friday off
- Seniors 170 days (5 more than required)
- Last Day- First week of June

Two Additional PD Days Requested

- Multi-Tiered Systems of Supports (MTSS)
- Crisis Management Training
- Culturally Responsive Classrooms
- District Equity Initiatives
- Data Cycles
- 1:1 Ongoing Implementation
- Targeted Services Summer Programming
- PBIS (ENVoY)
- English Language Learners
- Social-Emotional Wellbeing
- Standards-Based Grading
- Arts Magnet
- STEM Center for Environmental Studies Magnet
- IB Magnet
- MSA Grant
- NWSISD Review and Reflection
- MCA/MTAS and ACCESS/Alt. ACCESs, FASTBridge and Star Proctor and Data
- Cyber Security Training (2X Per Year)
- Teacher Relicensure - Reading and EL 22-24

Rockford Area Schools

2022-2023 School Calendar

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Su	M	Tu	W	Th	F	Sa
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October 2022

Su	M	Tu	W	Th	F	Sa
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November 2022

Su	M	Tu	W	Th	F	Sa
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December 2022

Su	M	Tu	W	Th	F	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023

Su	M	Tu	W	Th	F	Sa
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22	23	24	25	26	27	28
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February 2023

Su	M	Tu	W	Th	F	Sa
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March 2023

Su	M	Tu	W	Th	F	Sa
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April 2023

Su	M	Tu	W	Th	F	Sa
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May 2023

Su	M	Tu	W	Th	F	Sa
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June 2023

Su	M	Tu	W	Th	F	Sa
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July 2023

Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	29
30	31					

School Closed

Staff Development/Work Time (no school for students)

Half Day Staff Development (no school for students)

Start of Quarter

End of Quarter

New teacher days

June 1 - Seniors last day

1st Qtr.	September 6 to November 4 =	41
2nd Qtr.	November 8 to January 20 =	43
3rd. Qtr.	January 24 to March 23 =	42
4th Qtr.	April 3 to June 7 =	46
		172 days
	June 2 - Commencement	

New Staff Days	8/16, 8/17	
Workshop Week	8/29, 8/30, 8/31, 9/01	4
SD Days/Work Days	10/19, 11/07, 1/16, 1/23, 3/24 (.5), 6/08 (.5)	5
		172
		+ 181
2 PM days = 16 hrs		**183**

REAMS EVENTS	DATES	HRS
Assessment Days	9/06, 9/07	16 hrs
Fall Conferences	11/7, 11/10	8 hrs
Spring Conferences	3/09, 3/13	8 hrs
Kindergarten Round Up	03/02	

RHS EVENTS	DATES	HRS
Open House	8/31	4 hrs
Fall Conferences	10/27	4 hrs
Spring Conferences	3/16	4 hrs
Curriculum Night	12/13	4 hrs
Commencement	6/2	Extra

RMS-CES EVENTS	DATES	HRS
Open House	8/31	4 hrs
Fall Conferences	10/18	4 hrs
Winter Conferences	1/12	4 hrs
STEM, Art and Academic Showcase	4/20	4 hrs

Rockford Area Schools

2023-2024 School Calendar

August 2023

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

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	3/22 (.5), 6/05 (.5)	
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		+ 181
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RMS-CES EVENTS	DATES	HOURS
Open House	8/30	4 hrs
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Winter Conferences	1/11	4 hrs
STEM, Art and Academic Showcase	4/18	4 hrs

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Abatement Bond Proposal

Meeting Date: February 23, 2022

Prepared by: Superintendent's Office

Date Prepared: February 23, 2022

[ ]	Information	[X]	Briefing	[X]	Action	[X]	Enclosure Item(s)

Ryan Hoffman from ICS and Michael Hart from PMA will be presenting an Abatement Bond Proposal and the request of a public hearing.

PMA™ SECURITIES

February 23, 2022

ISD 883
Rockford Area Schools

Facilities Planning

Michael Hart
Director, Public Finance
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612-509-2569

Steve Pumper
Vice President
spumper@pmanetwork.com
612-509-2565

Sources and Uses

One bond issue, two purposes

	LTFM Bonds	Abatement Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$4,000,000.00	$3,055,000.00	$7,055,000.00
Total Sources	**$4,000,000.00**	**$3,055,000.00**	**$7,055,000.00**
Uses Of Funds			
Deposit to Project Construction Fund	3,930,000.00	2,950,000.00	6,880,000.00
Total Underwriter's Discount (0.750%)	30,000.00	22,912.50	52,912.50
Deposit to Capitalized Interest (CIF) Fund	-	48,100.37	48,100.37
Costs of Issuance	40,000.00	33,987.13	73,987.13
Total Uses	**$4,000,000.00**	**$3,055,000.00**	**$7,055,000.00**

Long Term Facilities Maintenance Revenue

Eligible uses include:

- Deferred Maintenance
- Health and Safety
- Remodeling for Voluntary Pre-K program

- Revenue for FY 2023 = $641,370 ($380/APU)
- Annually approve 10-year LTFM plan (Summer)
- Revenue used for Pay-As-You-Go or Bonding
- No voter approval
- No tax impact on most properties
  - Ag land will see a tax decrease due to Ag2School Credit

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Long Term Facilities Maintenance Bonding

	LTFM Bonds
Bond Funded Project Amount	$3,930,000
Term of Bonds	15 years
Estimated Payment @ 105%	$337,500
% Usage of Existing LTFM Funding	53%

*Assumes annual LTFM revenues of $641,370 and market interest rates as of 2-15-2022 plus .50%

Long Term Facilities Maintenance Bonding Example

Proposed Bond Size	4,000,000
Available Project Fund	3,930,000
Proposed Bond Term	15
Est All Inclusive Cost	2.80%
APU Growth	2%

February 23, 2022

53% of Available LTFM Revenue Used for Debt in year 1

Pay Year	Fiscal Year	APU	$/APU	Building Age Ratio	LTFM Revenue	LTFM Debt (P+I @ 105%)			Available General Fund LTFM Rev.
						Current	Proposed	Combined	
2021	2022	1,783	380	0.93	627,085			-	627,085
2022	2023	1,769	380	0.95	641,370		337,330	337,330	304,040
2023	2024	1,805	380	0.98	673,790		336,041	336,041	337,749
2024	2025	1,841	380	1.00	699,457		336,337	336,337	363,120
2025	2026	1,877	380	1.00	713,446		338,015	338,015	375,431
2026	2027	1,915	380	1.00	727,715		338,074	338,074	389,641
2027	2028	1,953	380	1.00	742,269		337,768	337,768	404,501
2028	2029	1,992	380	1.00	757,114		337,164	337,164	419,950
2029	2030	2,032	380	1.00	772,257		336,256	336,256	436,001
2030	2031	2,073	380	1.00	787,702		335,036	335,036	452,666
2031	2032	2,114	380	1.00	803,456		338,635	338,635	464,821
2032	2033	2,157	380	1.00	819,525		336,608	336,608	482,917
2033	2034	2,200	380	1.00	835,916		339,347	339,347	496,569
2034	2035	2,244	380	1.00	852,634		336,436	336,436	516,198
2035	2036	2,289	380	1.00	869,687		338,480	338,480	531,207
2036	2037	2,334	380	1.00	887,080		340,077	340,077	547,003
2037	2038	2,381	380	1.00	904,822			-	904,822
							5,061,604		

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* If the school district average building age decreases due to new construction, it will impact future LTFM revenues.

Abatement Bonds

Eligible uses include:

Parking Lot projects

- No voter approval; requires public hearing
- Creates new revenue source = tax impact
- Bonds limited to 15 years under most circumstances
- Review and comment required for projects over $2,000,000 per site

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Abatement Bonds Scenario Tax Impact

		Abatement Bonds	Abatement Bonds
	Project Amount	$1,950,000	$2,950,000
	Term of Bond	15	15
	Levy Increase at 105%	$172,305	$261,188
Property Type	Est. Market Value	Estimated Annual Tax Increase	
Residential Homestead	$200,000	$21	$32
	300,000	34	51
	350,000	40	61
	400,000	47	71
	500,000	58	89
	600,000	73	111
	700,000	88	133
Commercial - Industrial	$100,000	$18	$27
	250,000	50	75
	500,000	108	164
	1,000,000	225	341

- Assumes level payments for 15 years
- Rates as of 2-15-2022 plus .50%

Abatement DS Schedule $2,950,000 Project

General Obligation Abatement Bonds, Series 2022A

Date	Principal	Coupon	Interest	Fiscal Total	Cap. Int.	105% Levy
02/01/23			48,100.37	48,100.37	48,100	-
08/01/23			37,319.25			
02/01/24	175,000	1.64%	37,319.25	249,638.50	-	262,120
08/01/24			35,884.25			
02/01/25	175,000	1.85%	35,884.25	246,768.50	-	259,107
08/01/25			34,265.50			
02/01/26	180,000	2.06%	34,265.50	248,531.00	-	260,958
08/01/26			32,411.50			
02/01/27	185,000	2.16%	32,411.50	249,823.00	-	262,314
08/01/27			30,413.50			
02/01/28	190,000	2.23%	30,413.50	250,827.00	-	263,368
08/01/28			28,295.00			
02/01/29	195,000	2.30%	28,295.00	251,590.00	-	264,170
08/01/29			26,052.50			
02/01/30	195,000	2.37%	26,052.50	247,105.00	-	259,460
08/01/30			23,741.75			
02/01/31	200,000	2.48%	23,741.75	247,483.50	-	259,858
08/01/31			21,261.75			
02/01/32	205,000	2.52% *	21,261.75	247,523.50	-	259,900
08/01/32			18,678.75			
02/01/33	210,000	2.64% *	18,678.75	247,357.50	-	259,725
08/01/33			15,906.75			
02/01/34	215,000	2.68% *	15,906.75	246,813.50	-	259,154
08/01/34			13,025.75			
02/01/35	225,000	2.73% *	13,025.75	251,051.50	-	263,604
08/01/35			9,954.50			
02/01/36	230,000	2.78% *	9,954.50	249,909.00	-	262,404
08/01/36			6,757.50			
02/01/37	235,000	2.82% *	6,757.50	248,515.00	-	260,941
08/01/37			3,444.00			
02/01/38	240,000	2.87% *	3,444.00	246,888.00	-	259,232
Totals	3,055,000		722,925	3,777,925	48,100	3,916,316

Proposed Timeline

Date	Action Item
February 23, 2022	Review of project scope and board resolution to call for public hearing on abatement
Early March 2022	Publish notice of public hearing on abatement
March 21, 2022	Hold abatement hearing, approval of abatement resolution, approval of LTFM Plan, approval of reimbursement and parameters resolution declaring intent to issue bonds
Week of March 21, 2022	Updated LTFM plan submitted to MDE for approval
Late March 2022	Publication of notice of intent to issue LTFM bonds
Week of April 4, 2022	Rating call
April 2022	MDE approval LTFM plan, rating received & POS released to market
May 11, 2022	Bond sale @ 10am
May 16, 2022	Board considers ratifying resolution
June 9, 2022	Funds available for project (bond closing)

Abatement Resolution for 2-23-2022

- Calls for Public Hearing on March 21
- Notice to be published at least 10 days prior to hearing
- Maximum amount of abatement in notice is $4,200,000
  - Inclusive of both principal and interest on the bonds
  - Includes a cushion to account for market risk of interest rates rising

Contact Us

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Michael Hart
Director, Public Finance
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Website:
www.pmanetwork.com

Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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v01.08.21

ROCKFORD AREA SCHOOLS FACILITY PLANNING

School Board Meeting
February 23, 2022

Tonight

- Abatement and LTFM Bond review and scope development
- Financial Understanding
- Public Hearing Approval

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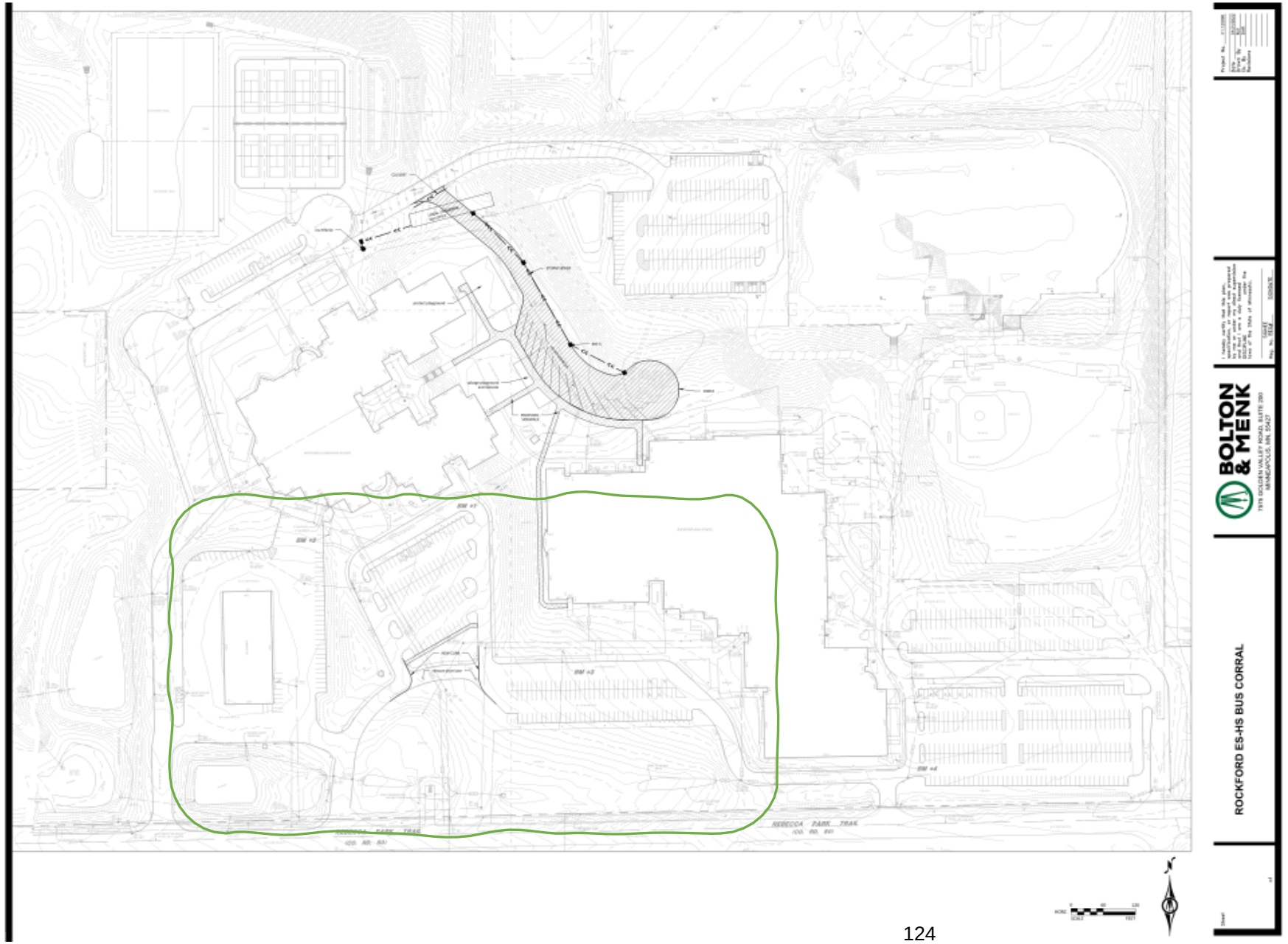
Abatement Bond

Rockford Middle School – STEM Magnet



- Additional design review for entrance/exit locations
- Drainage corrections
- Snow storage
- Safe routing – slowing traffic

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Rockford ES and HS Campus

Abatement Bond

Elementary School	Middle School	High School / RCC
Roofing	Doors and Hardware	RCC – Flooring
	Tuckpointing	RCC – Mechanical units
	Roofing	Roofing
	Carpet	
	Sidewalks	
	Water Softener	

Bond Sale Calendar
ISD 883 Rockford Area Public Schools, Minnesota
General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2022A

February 2022

S	M	T	W	Th	F	Sa
		1	2	3	4	5
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Board Action Dates | Est. Bond Pricing Date | Bond Closing

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PMA SECURITIES

Prepared on: 02/10/22

INDEPENDENT SCHOOL DISTRICT NO. 883
(ROCKFORD AREA SCHOOLS)
WRIGHT AND HENNEPIN COUNTIES, MINNESOTA

RESOLUTION CALLING PUBLIC HEARING ON A PROPOSED PROPERTY TAX ABATEMENT AND THE ISSUANCE OF GENERAL OBLIGATION ABATEMENT BONDS

BE IT RESOLVED by the Board of Education (the "Board") of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District"), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act"), the District may grant an abatement of all or a part of the taxes levied by the District on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance public infrastructure improvements (the "Abatement Bonds"); provided, however, that the Board first holds a public hearing regarding the proposed Abatement.

1.02. The District proposes to issue Abatement Bonds to finance infrastructure improvements primarily consisting of district-wide parking lot improvements, including at the District's Elementary School, Middle School, and High School facilities (the "Project").

Section 2. Hearing Scheduled.

2.01. In accordance with the Act, the Board hereby calls for a public hearing on Monday, March 21, 2022, at or after 6:30 PM to consider the proposed Abatement for the Project and the issuance of the Abatement Bonds. The District Clerk is authorized and directed to publish a notice of public hearing (the "Notice") in substantially the form set forth in EXHIBIT A attached hereto in a newspaper of general circulation in the District at least once more than ten (10) but less than thirty (30) days before the date of the public hearing.

2.02. Prior to publication of the Notice, the Superintendent, the District Clerk, and/or District staff are authorized and directed to finalize the Notice with respect to the description of the subject property.

2.03. District staff and consultants are authorized to take all other actions needed to bring the proposed Abatement and issuance of the Abatement Bonds before the Board.

(The remainder of this page is intentionally left blank.)

Adopted by the Board of Education of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota, this 23rd day of February, 2022.

_____
Chair

ATTEST:

_____
District Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

INDEPENDENT SCHOOL DISTRICT NO. 883
(ROCKFORD AREA SCHOOLS)
WRIGHT AND HENNEPIN COUNTIES, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING
A PROPOSED PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the Board of Education (the "Board") of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District"), will meet on Monday, March 21, 2022, at or after 6:30 PM at Rockford Community Center, 7600 County Road 50, Rockford, Minnesota 55373, to hold a public hearing concerning a proposal that the District abate all or a portion of property taxes levied by the District on the properties in the District with the following property identification numbers (the "Property"):

[INSERT PROPERTY IDENTIFICATION NUMBERS]

The total amount of the taxes proposed to be abated by the District on the Property is estimated not to exceed $4,200,000, collected over a term not exceeding fifteen (15) years. The Board will consider the property tax abatement in connection with financing certain public infrastructure improvements primarily consisting of district-wide parking lot improvements, including at the District's Elementary School, Middle School, and High School facilities, through the issuance of general obligation abatement bonds.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the District Clerk before the hearing.

Dated: [Date of Publication]

BY ORDER OF THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 883 (ROCKFORD AREA SCHOOLS), WRIGHT AND HENNEPIN COUNTIES, MINNESOTA

/s/ Jessica M. Johnson
District Clerk
Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota

ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883

BOARD OF EDUCATION

Subject: Acknowledgement of Contributions Resolution

Meeting Date: February 23, 2022

Prepared by: Business Office

Date Prepared: February 16, 2022

	Information		Briefing	X	Action		Enclosure Item(s)

RESOLUTION

Whereas Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, be it resolved by the School Board of Rockford Area Schools, Independent School District 883 that the School Board accepts, with appreciation, the contributions detailed below.

Donor	*Amount*	*Fund*
Nick and Molly Mortenson	$1,000.00	Class of 2029
Danielle Tombers	Books	REAMS
Rocket Boosters	$60.00	Gymnastics Donation
Brady, Mali, Chase & Ian Anderson	$1,500.00	Boys Basketball Donation
Brady, Mali, Chase & Ian Anderson	$1,500.00	Class of 2025

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent for Auditor Services 2021-22

Meeting Date: February 23, 2022

Prepared by: Tanley Lego

Date Prepared: February 9, 2022

[X] Information [ ] Briefing [X] Action [X] Enclosure Item(s)

A healthy review of our audit services was performed in January 2022.

An Auditor RFP was sent out on January to reputable school district auditors in our area: Clifton, Larson, Allen (CLA), Schlenner Wenner & Co, Abdo Eick & Meyers LLP (Abdo) and Bergen KDV.

After a professional and cost analytical review, we recommend Schlenner Wenner & Co. (St Cloud) as our new Auditor for our School District for our upcoming audits.

Rockford Area Schools
Rockford, Minnesota

Audit Services Proposals

Audit Firm	2019 Fees		2020 Fees		2021 Fees		2022 Fees		2023 Fees		2024 Fees		3 year Total	Other Client Schools
Clifton Larson Allen Waite Park	$29,285	**	$29,663 *$378* *1.29%*	**	$31,684 *$2,021* *6.81%*	**	$28,875	**	$29,925	**	$31,238	**	**$90,038**	Brainerd, North Branch, Monticello, Park Rapids, International Falls
Schlenner Wenner & Co. St. Cloud, Little Falls							$27,700	*	$28,600	*	$29,600	*	**$85,900**	Albany, Pillager, Staples-Motley, Maple Lake, Browerville
Abdo Eick & Meyers LLP Edina							$30,000		$30,900		$31,800		**$92,700**	St. Anthony-New Brighton, New London Spicer, Chisago Lakes, Red Wing, (City of Rockford)
BerganKDV St. Cloud							$0		$0		$0		**$0**	

Totals			Savings **2022 Change from Prior Year**
Clifton Larson Allen	$31,684	$28,875	($2,809)	-8.86%
Schlenner Wenner & Co.		$27,700	($3,984)	-12.57%
Abdo Eick & Meyers LLP		$30,000	($1,684)	-5.31%
BerganKDV		$0	($31,684)	-100.00%

** Includes 5% Professional Fee

* Includes high range for Single Audit fee

C. Herdegen
February 16, 2022

T. Lego
January 25, 2022

PROPOSAL

To Provide Financial Audit Services to:

Rockford Area Schools
Independent School District No. 883

SCHLENNER WENNER & CO.
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

630 Roosevelt Road, Suite 201
P.O. Box 1496
St. Cloud, MN 56301
(320) 251-0286 | schlennerwenner.cpa

PREPARED FOR:
Tanley Lego, Business Manager
6051 Ash Street
Rockford, MN 55373
(763) 477-9165

PREPARED BY:
Ryan Schmidt, CPA
rschmidt@schlennerwenner.cpa
Office: (320) 251-0286 | Direct: (320) 258-0871

January 14, 2022

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Working with people, not just numb3rs.

SCHLENNER WENNER & CO.
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Professional Association

Transmittal Letter

Tanley Lego, MBA
Business Manager
6051 Ash Street
Rockford, MN 55373

We are pleased to submit this proposal to provide audit services for Rockford Area Schools ISD 883 (the District) for the fiscal year ending June 30, 2022, with the option to renew for fiscal years 2023 and 2024. It is our understanding that the audit is to be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, *Government Auditing Standards* established by the General Accounting Office (GAO), the legal provisions of the Minnesota Legal Compliance Audit Guide, and the audit requirements of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Schlenner Wenner & Co. provides a comprehensive range of auditing, accounting, outsourcing, consulting, and management services to governmental entities throughout Minnesota. Through the use of a team dedicated entirely to governmental and not-for-profit services, we are well qualified to serve your District. Additionally, our firm specializes in auditing Districts that approximate the size and structure of Rockford Area Schools, which means we would consider your District to be an *ideal* client to whom we would prioritize our resources.

At Schlenner Wenner & Co., we pride ourselves in providing quality and timely professional services. Our firm maintains a close relationship with our clients allowing us to keep abreast of our client's issues and questions. We pride ourselves in maintaining contact with our clients throughout the year. This relationship assists in a smooth and efficient reporting process.

Thank you for the opportunity to submit this proposal. Please feel free to contact us should you have any questions about our firm or the services we provide. Also, please visit our website at **www.schlennerwenner.cpa**. We look forward to serving you.

Very truly yours,

Ryan Schmidt, CPA
Partner

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

Our Mission

To be a trusted business adviser for our stakeholders by providing exceptional service in a professional, innovative, and responsive manner.

Our Values

ETHICAL

We do the right thing.

CLIENT MOTIVATED

We establish and maintain trusted relationships with our clients.

COMMUNITY-MINDED

We actively participate in improving our communities.

FAMILY ORIENTED

We support the well-being of our employees and their families. Our employees are our most important resource.

DYNAMIC WORKPLACE

We embrace change and innovation. We continuously learn and evolve.

Required Firm Information

Independence

Schlenner Wenner & Co. is independent of Rockford Area Schools, including all of its agencies and component units, as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Offices' Governmental Auditing Standards. Further, our firm has not had any past professional relationships with the District or any of its agencies or component units in the past five years. We agree to notify you of any such relationships that arise during the engagement period.

License to Practice

Both Schlenner Wenner & Co. and its professional staff are licensed to practice public accounting in the State of Minnesota. In addition, our firm and many of our professional staff are licensed to practice public accounting in multiple other states throughout the United States.

Results of Desk Reviews & Disciplinary Action

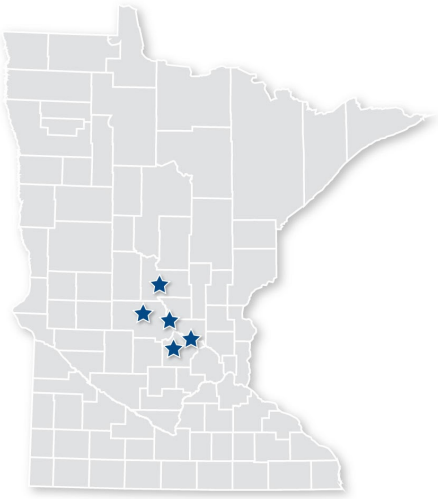
Neither our firm, nor any of its partners, has been the subject of any federal or state desk reviews of its audits for the past three years. Further, such have not been subject to any disciplinary action, pending or outstanding, with any state regulatory bodies or professional organizations for the past three years.

Use of Consultants or Sub-Vendors

Schlenner Wenner & Co. generally does not utilize the assistance of consultants or sub-vendors in its audit practice. Further, the firm does not anticipate the use of such in its audit of Rockford Area Schools. We understand that no subcontracting will be allowed without the express prior written consent of the District.

Who We Are

Schlenner Wenner & Co. began as a sole-proprietorship in 1964, and has since grown to be a regional accounting firm with a reputation of maintaining lasting relationships while providing quality work and innovative solutions.



Through planned, steady growth, we have expanded to a staff of over sixty professionals, over 35 of whom are certified public accountants. Throughout this growth, we have worked diligently to develop and maintain a reputation as one of the most responsive, service-based CPA firms in the area. Our main office is located at 630 Roosevelt Road, Suite 201, St. Cloud, Minnesota. In addition, we maintain offices in Albany, Little Falls, Monticello, and Maple Lake, Minnesota.

13	60+	35+
Partners	Professionals	CPAs

"Working with people, not just numb3rs" is not just our "tagline," it's our way of thinking.

We strive to provide all of our clients with timely service of the highest quality. Each client has one partner who is personally responsible for their professional needs. This policy helps to ensure that an open line of communication is maintained between our clients and our firm.

Our Difference

At Schlenner Wenner & Co., we strongly believe that superior quality starts with our firm's culture.

We only hire top-quality people, develop them fully, evaluate them regularly, and encourage continued education and specialization. We strive to develop each employee's professional abilities to the maximum. What this means to you is that your District will be served by the best accountants and advisors available.

Three things set us apart in the marketplace:

Our Culture

We strive to make our government audit engagements an enjoyable experience for everyone involved and create a positive atmosphere during the audit. Of course a lot of time and effort is involved with preparing for an audit, but this does not mean the audit has to be a stressful and worrisome affair. We strongly believe in developing working relationships with our clients, keeping open and responsive lines of communication, and providing the assistance and education necessary as we work through the audit process together.

Specialization

Our industry team, down to the newest staff member, is dedicated entirely to providing services to governmental entities, as well as servicing various non-profit organizations. This helps us bring value to the School Districts we audit, and eliminates much of the "learning curve" you may encounter when dealing with staff at other firms.

We Listen

At Schlenner Wenner & Co., we take the time to listen to our clients and learn not only their current operations, but also what their future aspirations are and what needs to happen for them to achieve their goals. This allows us to provide meaningful advice throughout the year instead of just issuing the typical controls-focused audit management letter.

Our Services

Schlenner Wenner & Co. provides a full range of services to governmental entities.

AUDITING	MANAGEMENT CONSULTING
ACCOUNTING	COMPUTER SERVICES
OUTSOURCING	PAYROLL SERVICES

Firm Qualifications

Schlenner Wenner & Co. is a growing progressive firm that prides itself on providing clients with personalized, quality, and timely service. We are able to provide this service through investing time and resources in the following:

- RSM US Alliance
- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- AICPA's Government Audit Quality Center
- AICPA's Employee Benefits Audit Quality Center
- Private Companies Practice Section of the American Institute of Certified Public Accountants
- Various Business Organizations
- Continuing Professional Education Seminars
- In-House Training
- Current Professional and Business Publications
- Certified Fraud Training
- Vast Library of Professional Publication and Reference Materials

As a member of the Private Companies Practice Section of The American Institute of Certified Public Accountants, our firm undergoes a voluntary peer review every three years. This process involves an examination of our policies, procedures, and practices by specially trained independent certified public accountants to ensure that our policies, procedures, and practices are maintained at the highest quality. A copy of our most recent pass peer review letter is included in Appendix B for your review. This peer review included a review of specific school district engagements.

All professional staff at Schlenner Wenner & Co. are required to obtain a minimum of forty hours of continuing education annually. This standard of continuing education strengthens our technical skills and assists us in keeping abreast of the changes in our profession. In addition, many of our partners and staff receive additional, specialized education in several areas including: government auditing, business valuation, estate planning, fraud examination, litigation support, and peer review services. All governmental audit staff are required to obtain twenty-four hours of governmental related continuing education every two-year period. These courses cover topics such as: government accounting principles, budgeting, procurement and contracting, legislative policies and procedures, relevant laws and regulations, single audit act, and government auditing standards.

Team Qualifications

General Staff Information

Part-time executives and staff will be utilized on your engagement on an as-needed basis. Schlenner Wenner & Co. follows strict hiring and training guidelines to ensure the staff assigned to your engagement are of the highest possible quality. Further, all of our professional staff, as well as our firm, are properly licensed to practice in the state of Minnesota. We anticipate using three to four professional staff employed on this engagement on a full-time basis, possibly one employed on a part-time basis, and no staff employed on a temporary basis. The proposing office is our St. Cloud office.

Staff Continuity and Turnover

As a firm, we have been very fortunate to experience low turnover of our staff compared to other firms our size. We recognize our staff as important members of each team. In the past three years, we have grown our governmental services team significantly and have only lost two staff members. More importantly, we have a strong emphasis and commitment to staff continuity for our clients. We understand that engagement partners, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. We also understand that Rockford Area Schools must be notified in writing if consultants and firm specialists in response to this request for proposal would be changed.

OUR GOVERNMENTAL SERVICES TEAM

Position	Governmental Auditors
Partner	3
Manager	1
Supervisory Staff	2
Staff	5

Our Service Team

We believe the key to establishing an excellent professional relationship between your District and our firm is the client service team.

The team we have assigned to serve you combines technical expertise and the proven ability to work effectively with our clients' personnel. Our client service team, led by Ryan Schmidt, CPA, Partner, includes individuals who have extensive experience with auditing and consulting related to governmental entities. This commitment will ensure your District will receive quality service backed by the full resources of our firm.

Biographical sketches for the full time engagement team proposed for your District are as follows:

Ryan Schmidt, CPA

CPA, Partner

Direct: (320) 258-0871
rschmidt@schlennerwenner.cpa

As long as he can remember, Ryan has had an aptitude for problem solving and working with numbers. However, it wasn't until he had the opportunity to work closely with his clients at Schlenner Wenner & Co., that he realized his true passion. Ryan enjoys building long-term relationships with his clients and derives a great sense of professional fulfillment when he knows that he has truly helped a client, or eased the pain they have historically associated with the audit process. He takes pride in the responsiveness, consistency, and the overall dedication that he provides to his clients on a year-round basis. Ryan strives to deliver value to his clients, and he sees each audit as an opportunity for him and the client to collaborate and learn from each other. In his free time, Ryan enjoys spending time with his family, hunting, fishing, and hiking with his dogs.

Professional History and Education

- Over 11 years of experience in public accounting
- Bachelor of Science degree in Accounting, St. Cloud State University, Summa Cum Laude
- Advanced Single Audit Certification - AICPA

Professional Memberships

- Minnesota Government Finance Officers Association
- Minnesota Association of School Business Officials
- Minnesota Society of Certified Public Accountants
    - School District Audit Review Task Force
- American Institute of Certified Public Accountants

Specific Industries

- Local governments including:
    - Cities
    - School Districts
    - Townships
    - Special Districts
- Not-for-profit organizations

Concentrations

- Audit and assurance services
    - Subject to government auditing standards (yellowbook)
    - Uniform guidance/single audit
- Accounting assistance
- Consulting and outsourcing

Ashley Meagher, CPA

CPA, Manager

Direct: (320) 774-1720
ameagher@schennerwenner.cpa

Ashley's interest in business started early on in helping both her father and grandfather with their family's auction and real estate business. Because of this early exposure to both accounting and small business, Ashley found her way towards the accounting program at the College of Saint Benedict. She loved her time at St. Ben's and growing up in the small town of Avon, Minnesota; because of this, she knew she wanted to end up at an accounting firm that had that same small-town, family-like atmosphere. At Schlenner Wenner & Co. she's found just that and has been able to expand her knowledge of accounting and business through helping her clients to both learn and grow.

Professional History and Education

- Over 6 years of experience in public accounting
- 3 ½ years of experience in corporate accounting
- Bachelor of Arts degree in Accounting, College of Saint Benedict
- Intermediate Single Audit Certification - AICPA

Professional Memberships

- Minnesota Government Finance Officers Association
- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Specific Industries

- Local governments including:
    - Cities
    - School Districts
    - Townships
- Not-for-profit organizations

Concentrations

- Audit and assurance services
    - Subject to government auditing standards (yellowbook)
    - Uniform guidance/single audit
- Accounting assistance
- Consulting and outsourcing

Ryan Meyer, CPA

CPA, Supervisor

Direct: (320) 258-5937
rmeyer@swcocpas.com

Ryan realized his knack for accounting while taking business classes at Bemidji State University, and quickly switched his major to Accounting. After working for four years as an accountant in both industry and nonprofits, he decided to challenge himself in the public accounting field. Ryan joined Schlenner Wenner & Co. in August of 2016 and has found a real passion for his work in both Governmental and Not-for-Profit entities.

Professional History and Education

- Over 5 years of experience in public accounting
- 4 years of experience in corporate accounting
- Bachelor of Arts degree in Accounting, Bemidji State University

Professional Memberships

- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Specific Industries

- Local governments
- Not-for-profit organizations

Concentrations

- Audit and assurance services
    - Subject to government auditing standards (yellowbook)
    - Uniform guidance/single audit
- Accounting assistance
- Consulting and outsourcing

Prior Experience and Client References

Our firm understands the unique climate in which School Districts operate, and has built strong relationships with many schools throughout Minnesota.

Since our firm's inception we have grown to more than 7,500 clients, including over 25 Minnesota Schools and 30 Minnesota Cities. While we have been fortunate to achieve such a high growth rate, we attribute this to our keen sense of customer service and our commitment to our people. But don't take our word for it-call anyone you want and hear what they say about us. We hope you do, because we want you to feel secure with your decision and trust that we will honor our commitments to you.

Below is a list of School Districts currently audited by our firm on an annual basis, along with contact information for our primary audit contact on these engagements that you may use as references:

Name	Contact	Phone	Email	Scope of Work	Total Hours
Albany ISD #745	Sue Clemen	(320) 845-5075	sclemen@district745.org	Financial Audit	225
Pillager ISD #116	Melissa Berry	(218) 746-2102	mberry@isd116.org	Financial Audit	200
Staples-Motley ISD #2170	John Regan	(218) 894-5400	john.regan@isd2170.k12.mn.us	Financial Audit	200
Maple Lake ISD #881	Kristi Anderson	(320) 963-7491	andersonk@maplelake.k12.mn.us	Financial Audit	185
Browerville ISD #787	Darla Schaefer	(320) 594-2272	dschaefer@browerville.k12.mn.us	Financial Audit	185

Audit Approach

Our tailored audit approach focuses on meeting your needs in a timely manner.

We place emphasis on early planning to assist in identifying those areas of significance. Our process focuses on gaining an understanding of your District and how it functions. We also focus on identifying constructive advice for your consideration. The goal of our audit process is to provide an independent, quality audit that is performed by the most experienced and dedicated professionals. Several steps in planning the audit and assisting you throughout the audit process include:

- We emphasize an open line of communication with our clients throughout the year
- We suggest management submit minutes to us on a regular basis so we can provide timely advice
- We review financial analysis and detail at various interim dates each year
- We provide our clients with a detailed list of items to prepare for the audit (and update the list each year), and
- We educate our clients as to issues pertinent to their operations and current accounting issues and trends.

Specific audit methodology utilized when performing your audit will consist of the following:

- Review of budget to actual data and trends
- Obtaining a basic understanding of your District and its environment, including the District's organizational charts, operating manuals, and internal controls over both entity level and specific account transactions (including obtaining an understanding of the District's financial and management information systems)
- Analytical procedures will be performed consisting of trend and ratio analysis performed during the planning, testing and final review stages of the audit. For School Districts, examples of these analytical procedures could consist of a comparison between budget and actual by funds, analysis of aid received based on nonfinancial factors such as ADMs, or a ratio analysis performed over District spending.
- Substantive testing on specific account cycles. We use statistical sampling to assist us in our substantive procedures. Sample sizes are determined based upon our assessed risk of the area being audited, population size, and assessed materiality levels by fund. We use IDEA data analysis software to assist in our sample selections, ensuring that we make a truly random sample selection when appropriate to do so.
- Determining compliance with laws and regulations. We will follow the legal compliance guide published by the Minnesota Office of the State Auditor, as well as review transactions for compliance with other statutes and requirements. We use statistical sampling to assist us in selecting transactions to review for compliance with laws and regulations.

The above audit service approach encompasses any compliance portions of the audit, including audits of Minnesota Legal Compliance and the Single Audit Act. Schlenner Wenner & Co. uses IDEA data analysis software in its audits of School Districts and has a fully paperless audit process.

Our commitment to quality service and concern for our clients assists in containing our clients' cost through awareness of their unique situations, addressing their concerns throughout the year, and providing education to their accounting staff.

Engagement Segmentation

Our audit approach provides continuous involvement throughout the year with you, which we have summarized in four phases. Briefly, the phases are:

PHASE ONE
Initial Planning

During this phase, we will work with your personnel to become familiar with all facets of your District. We will interview your key people and assess the external and internal environmental conditions that may influence our audit scope. We will obtain your financial reports and perform overall analytical review procedures including ratio analysis and comparison of your District's activity to our expectations. Based on this work, we will prepare an initial audit plan and review it with management.

PHASE TWO
Program Development

We will begin our identification of specific control objectives by documenting major financial reporting systems. We will also perform certain detailed analytical reviews to prepare for the current year's upcoming audit so your personnel can complete the items we need prior to the audit, which results in a less disruptive audit fieldwork.

PHASE THREE
Program Execution

This phase will include our auditing of year-end account balances and we will place particular emphasis on the audit of the significant balance sheet accounts, as well as their relationship to the District's revenues and expenditures. In working with numerous similar clients we would anticipate the areas of primary emphasis to be the receivable and revenue cycle, the purchases and accounts payable cycle, the payroll cycle, and compliance with laws and regulations. We will, of course, prepare our audit report, comprehensive management letter and other reports, and meet with management to review them. We anticipate spending approximately three days on this phase of the audit, most of which will occur at the District's offices (to the extent desired by you). All other phases of the audit are completed remotely from our offices.

PHASE FOUR
Post Audit Critique

After the completion of the audit, we will meet with management to review and critique the audit process and make preliminary plans for the next year. The preliminary plans may include periodic visits during the year with you to ensure that we are kept current on developments and changes that may affect financial operations. We educate our clients as to issues pertinent to their business and current accounting issues and trends.

Level of Staff & Hours Assigned by Segment

The following table summarizes our proposed engagement segmentation by level of staff and hours assigned to the segment:

HOURS

Segment	Partner	Manager	Senior	Staff	Total
Preliminary Fieldwork/Planning	6.00	15.00	16.00	14.00	51.00
Fieldwork	9.00	30.00	46.00	47.00	132.00
Report Preparation/Review	8.00	12.00	10.00	6.00	36.00
Exit Conference and Draft Discussion	2.00	2.00	-	-	4.00
Presentation to School Board	1.00	1.00	-	-	2.00
Total Hours	**26.00**	**60.00**	**72.00**	**67.00**	**225.00**

Identification of Anticipated Potential Audit Problems

Per review of the financial reports for Rockford Area Schools for the fiscal year ended June 30, 2021 and based on knowledge our firm has obtained during past projects completed with comparable school districts, we do not anticipate any potential audit problems at this time. We will clearly identify and resolve any such issues noted in the future directly with the appropriate level of management as soon as such issues are known.

While the coronavirus pandemic presented many challenges, it also provided our Firm with a unique opportunity to reassess our audit approach and implement technology that has helped us streamline our procedures. Through the extensive use of virtual meeting technology and an interactive portal that integrates with our audit software platform, we have the ability to make a seamless transition to a fully remote audit approach, should it become necessary (or simply desired by the District) throughout the course of our engagements.

Engagement Schedule

We understand the audit requirements and deadlines imposed upon Minnesota Schools by the Minnesota Department of Education. Accordingly, audit fieldwork and the related timeline will be established to ensure timely completion of the audit and adherence to these requirements. Additionally, we strive to have the audit finalized and issued within one month of scheduled audit fieldwork, which is dependent upon the availability and timely receipt of all required information. The audit is then generally presented at the following School Board meeting.

Estimated Fees

This proposal covers the following services:

- Audit of the financial statements in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, *Government Auditing Standards* established by the General Accounting Office (GAO), the legal provisions of the Minnesota Legal Compliance Audit Guide, and the audit requirements of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

- Preparation of internal control letter(s) as required or warranted

- Preparation of Single Audit Data Collection Form, and

- Presentation of a management letter and related board materials

We absorb the first-year hours we incur to gather historical information, to build permanent files and to fully understand your accounting system and objectives. We consider these startup costs to be our investment in building a relationship with you.

Our fees are based on hourly rates, determined by each professional's level of experience. Our estimated fees to perform the services requested by you are included in Appendix A.

We do not bill for responses to client questions that require no significant investment of research time or other costs. However, we do bill for special request meetings, research, assistance with accounting issues, or other matters that involve significant investment of our time. In all cases, we will thoroughly discuss the scope of the services to be provided with you and achieve a mutually agreeable decision as to estimated services and fees to be rendered. Such additional services shall be performed only if set forth in an addendum to the contract between the District and the firm. Any such additional work agreed to between the District and the firm shall be performed at agreed-upon hourly rates.

Payments will be made on the basis of hours of work completed during the course of the engagement, in accordance with the dollar cost proposal (Appendix A). Interim billing shall cover a period of not less than a calendar month.

Although fees are important, they should not, in our view, be the determining factor in the selection of an accounting firm for your District. The choice of independent accountants and business advisors should be made primarily on the basis of qualifications, capabilities, and commitment. We will spare no effort - now or in the future - to find a common ground for providing the level of services your District requires, at a reasonable cost.

Executive Summary

This proposal summarizes how we will serve you and reflects our commitment to full-service.

Tailoring our services to your specific needs and situations allows you to obtain maximum benefits. Five areas distinguish the services Schlenner Wenner & Co. can offer your District:

- Our full service approach to providing responsive and timely service throughout the year
- Our commitment of an experienced staff, led by Ryan Schmidt
- Our use of creative, nonintrusive, and innovative approaches in all phases of the audit process
- Our firm is a recognized leader in providing audit, accounting, and consulting services to School Districts, and we have the depth and resources to provide you with the entire array of services your District will need, and
- Our fee structure, like that of other CPA firms, is based on our operating costs. We stress outstanding professional service at reasonable costs. To do this, we seek only outstanding professional staff and train them to use innovative techniques, which enable us to control and minimize audit time and fees.

The proposing office is our St. Cloud office. Pertinent addresses and phone numbers for the professionals noted previously who are available to address any questions you may have are as follows:

Address:
630 Roosevelt Road, Suite 201
St. Cloud, MN 56301

Telephone:
(320) 251-0286

Email:
rschmidt@schlennerwenner.cpa

Appendix A - Dollar Cost Proposal

Schedule of Professional Fees and Expenses

	Audits of Fiscal Years Ending		
	June 30, 2022	**June 30, 2023 (upon renewal)**	**June 30, 2024 (upon renewal)**
Audit of District Financial Statements			
Including Minnesota legal compliance audit, evaluation of internal controls, and management letter	$24,200	$25,100	$26,100
Single Audit (if required, per major program tested)	$2,500 - $3,500	$2,500 - $3,500	$2,500 - $3,500

Appendix B - Peer Review Letter

(Includes a review of specific government engagements)

Olsen Thielen & Co., Ltd.
CPAs AND ADVISORS

Report on the Firm's System of Quality Control

October 9, 2019

To the Partners of Schlenner Wenner & Co. and the Peer Review Committee of the Minnesota Society of Certified Public Accountants.

We have reviewed the system of quality control for the accounting and auditing practice of Schlenner Wenner & Co. (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Schlenner Wenner & Co. in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Schlenner Wenner & Co. has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd

Olsen Thielen & Co., Ltd.

2675 Long Lake Road | Roseville, Minnesota | 55113-1117 | 651-483-4521 | 651-483-2467 FAX
300 Prairie Center Drive, Suite 300 | Eden Prairie, Minnesota | 55344-7908 | 952-941-9242 | 952-941-0577 FAX
otcpas.com

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: FY2022 Revised Budget Presentation

Meeting Date: February 23, 2022

Prepared by: Tanley Lego

Date Prepared: February 9, 2022

x	Information	X	Briefing		Action	X	Enclosure Item(s)

Presentation of our revised budget for 2021-2022 school year by the Business Manager, Tanley Lego.

This revised budget represents the best estimates of revenue and expenditures at this time based on our current enrollment numbers.

The final version of this revised budget will be presented at the regular scheduled board meeting in June 2022.

General Fund and Other Fund Balances	Audited Fund Balance 6/30/2021	2021-2022 Revised Budget Revenue	2021-2022 Revised Budget Expenditures	2021-2022 Annual Change	Projected Fund Balance 6/30/2022
Restricted/Reserved Funds:					
Long Term Facilities Management (LTFM)	$311,935	$621,938	$580,889	$41,049	$352,984
Staff Development	$149,787	$238,064	$238,064	$0	$149,787
Operating Capital	$962,225	$236,007	$425,000	($188,993)	$773,232
Safe Schools	$68,533	$61,791	$100,324	($38,533)	$30,000
Learning and Development	$98,607	$343,515	$442,122	($98,607)	$0
Basic Skills	$13	$234,800	$234,813	($13)	$0
Achievement & Integration	$17,486	$199,340	$199,340	$0	$17,486
Medical Assistance - 3rd Party Billing	$3,323	$13,135	$13,135	$0	$3,323
Student Activity Fund	$120,204	$82,875	$75,000	$7,875	$128,079
Total Restricted/Reserved Fund Balance	**$1,732,113**	**$2,031,465**	**$2,308,687**	**($277,222)**	**$1,454,891**
Assigned- for Capital Future	$302,451	$50,000	$0	$50,000	$352,451
Alternative Compensation/Q Comp	$312,076	$420,790	$420,790	$0	$312,076
Covid Relief Funds	$0	$608,709	$608,709	$0	$0
IB Program	$0	$380,225	$380,225	$0	$0
Scholarships	$10,516	$0	$1,224	($1,224)	$9,292
Machine Shop	$1,903	$0	$0	$0	$1,903
Unreserved/Unassigned Funds	$3,897,372	$17,652,615	$18,199,331	($546,716)	$3,350,656
Total Unreserved Fund Balance	**$4,524,318**	**$19,112,339**	**$19,610,279**	**($497,940)**	**$4,026,378**
Grand Total General Fund	**$6,256,431**	**$21,143,804**	**$21,918,966**	**($775,162)**	**$5,481,269**
Food Service (Fund 02)	**$118,361**	**$1,018,506**	**$883,075**	**$135,431**	**$253,792**
Community Education (Fund 04)					
Reserved for Community Education	$49,883	$767,634	$730,626	$37,008	$86,891
Reserved for Early Childhood/Family Educ.	$79,512	$102,312	$113,463	($11,151)	$68,361
Reserved for School Readiness	($15,937)	$277,237	$273,067	$4,170	($11,767)
Reserved for Adult Basic Education	$0	$7,570	$7,570	$0	$0
Total Community Education	**$113,457**	**$1,154,753**	**$1,124,726**	**$30,027**	**$143,485**
Debt Service (Fund 07)	**$837,124**	**$28,864,261**	**$28,766,160**	**$98,101**	**$935,225**
OPEB (Fund 45)	**$1,082,531**	**$9,500**	**$71,350**	**($61,850)**	**$1,020,681**
OPEB (Fund 47)	**$0**	**$0**	**$0**	**$0**	**$0**
Grand Total All Funds	**$7,570,780**	**$52,190,824**	**$52,764,276**	**($573,452)**	**$7,834,452**
			Unreserved Fund Balance as a Percent of Total Expenditures		**18.4%**

ISD 0883 Rockford Area Schools

Presented by

Tanley Lego, Business Manager

Revised Budget 2021-2022

Budget Review

This Revised Budget is based on audited actual revenue and expenses from last fiscal year 2020-2021, and current revenue and expenses incurred by the District at this time. Enrollment numbers are based on October 1, 2021 used by the State for our current State Funding for fiscal year 2021-2022.

The Revised Budget 2020-21 was presented by the Former Business Manager and approved by the board on February 2021. This Revised Budget is presented to the board in February 2022 by our current Business Manager but a final version will be presented to the board for approval at the board meeting, at the end of this school year, on June 20, 2022.

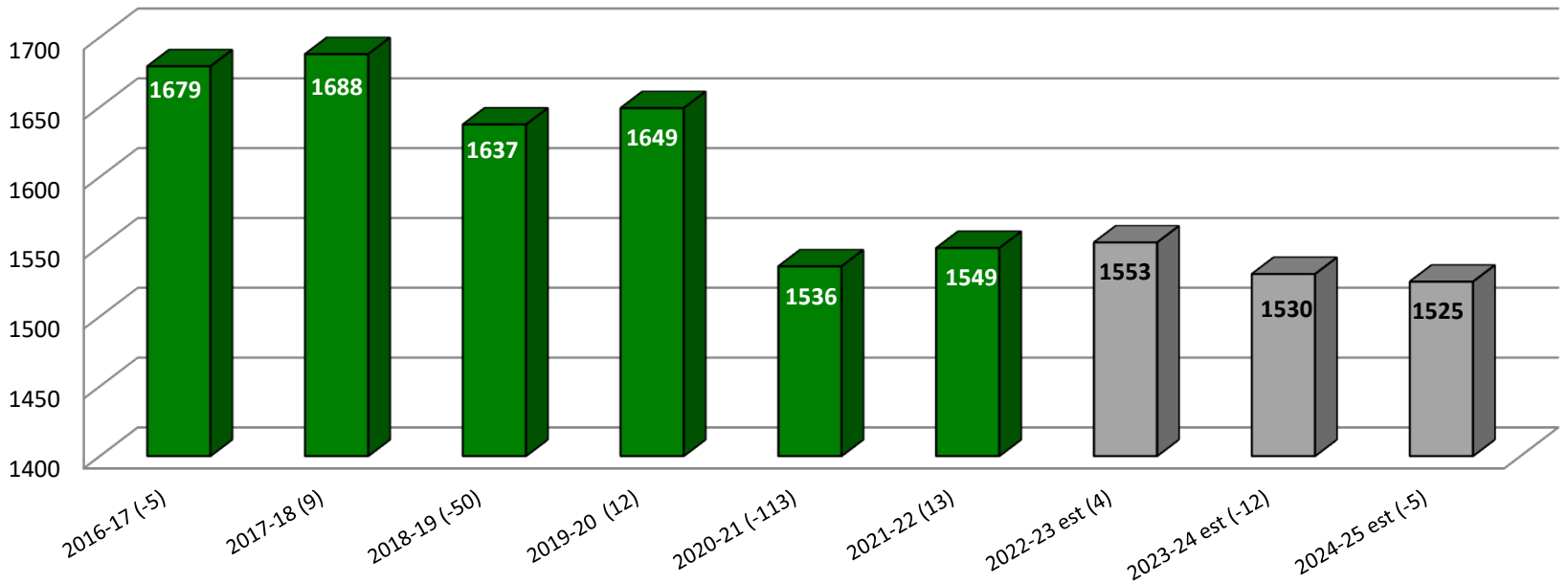
The Original Budget for 2021-2022 was presented to the board by our current Business Manager based on the revised budget and current expenses and revenue and State Aid Rate of 1% on June 21, 2021, which the board approved. Later, the State Legislature later approved on June 30, 2021 a State Aid rate of 2.45%.

Budget Assumptions - General Fund

2021- 2022 Original Budget Assumptions	2021 - 2022 Revised Budget Assumptions
Original Budget is based off 1695 Adjusted Pupil Units (actual student count of 1,547 currently enrolled for FY2022 as of June 6, 2021).	This Revised Budget is based off 1695 Adjusted Pupil Units (actual student count of 1,549 currently enrolled for FY2022).
State Aid Formula allowance $6,633 (1% rate year).	State Aid Formula allowance $6,734 (2.45% rate year).
Estimated 2% inflation on other expenditures. Salary contracts were not yet settled.	Budget updates are based on Actual Costs from Audited Fiscal year 2021. Estimated 2% inflation on other expenditures. Salary contracts are based on actual agreements.
The budget represented our best estimates of revenues and expenditures at the time it was adopted.	The budget represents our best estimates of revenues and expenditures at this time.

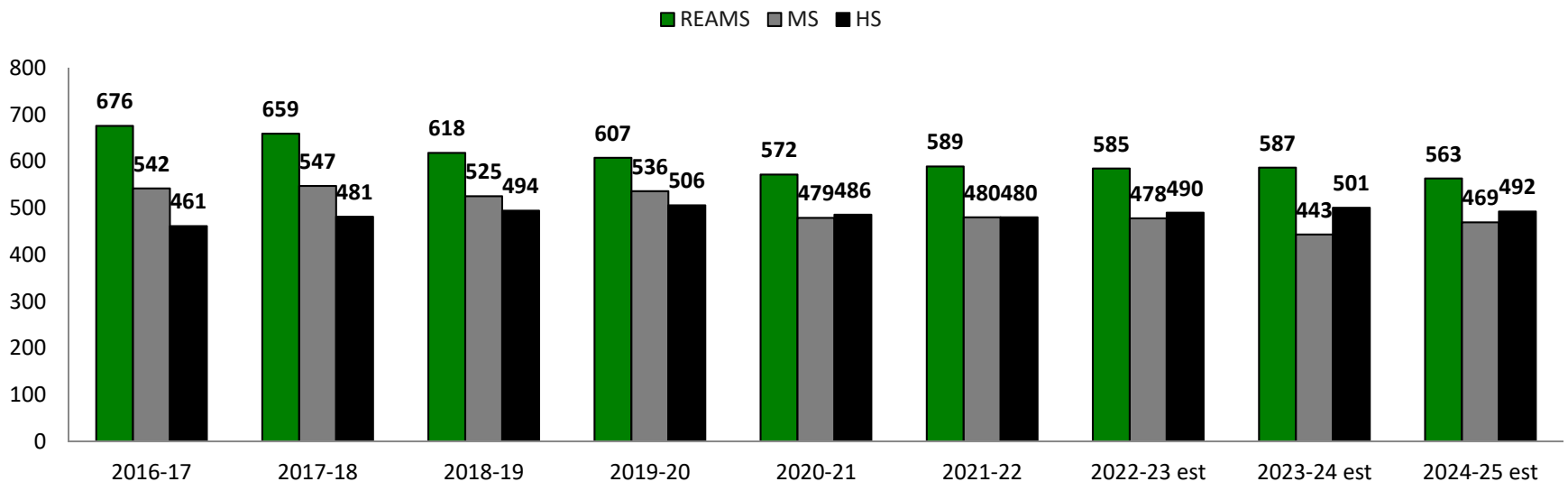
Enrollment Trend

As of October 1, 2021



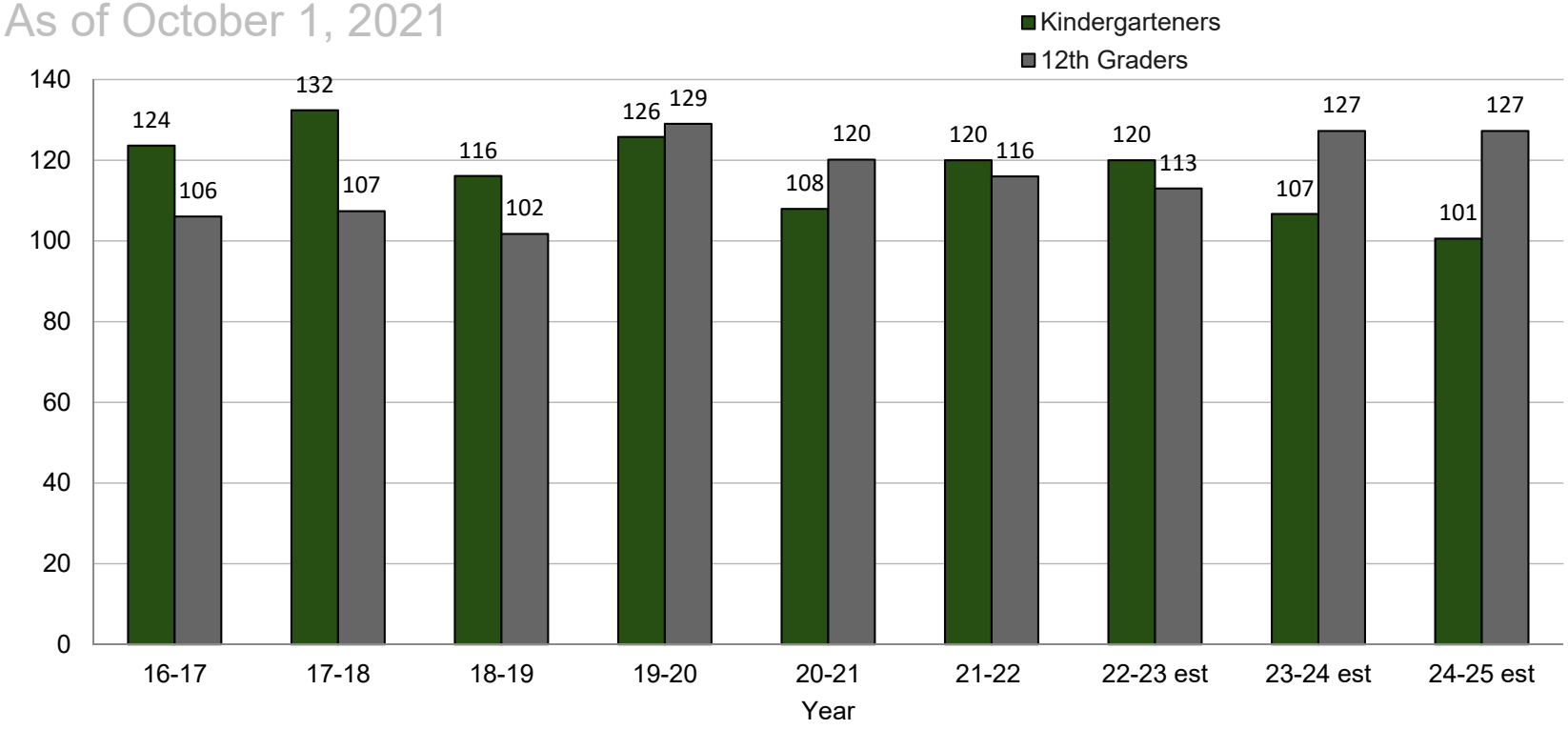
Enrollment Trend per building

As of October 1, 2021



12th Graders vs Kindergarten Enrollment

As of October 1, 2021

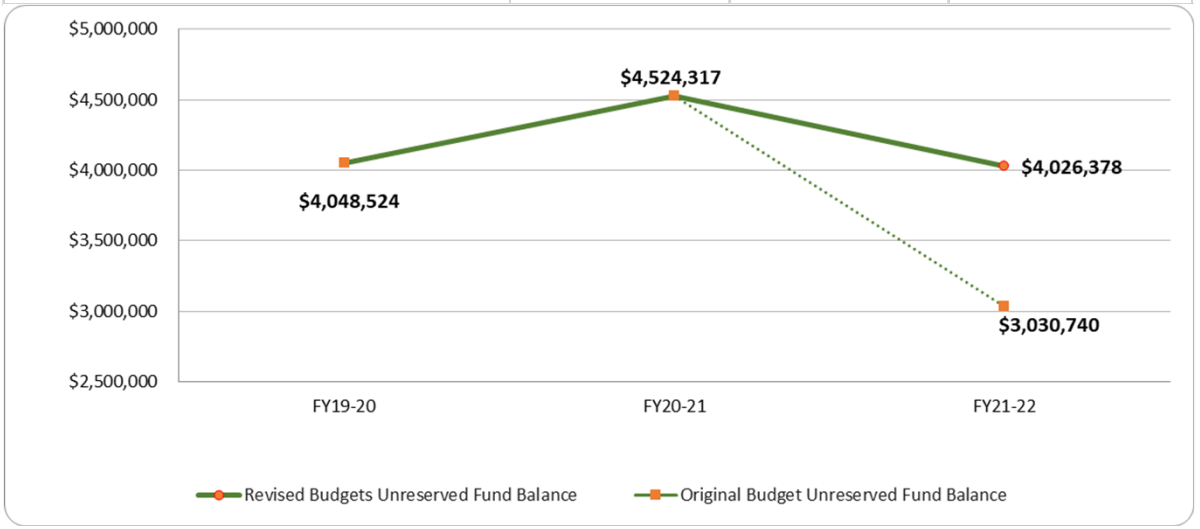


Total General Fund Budget and Unreserved Fund Balance

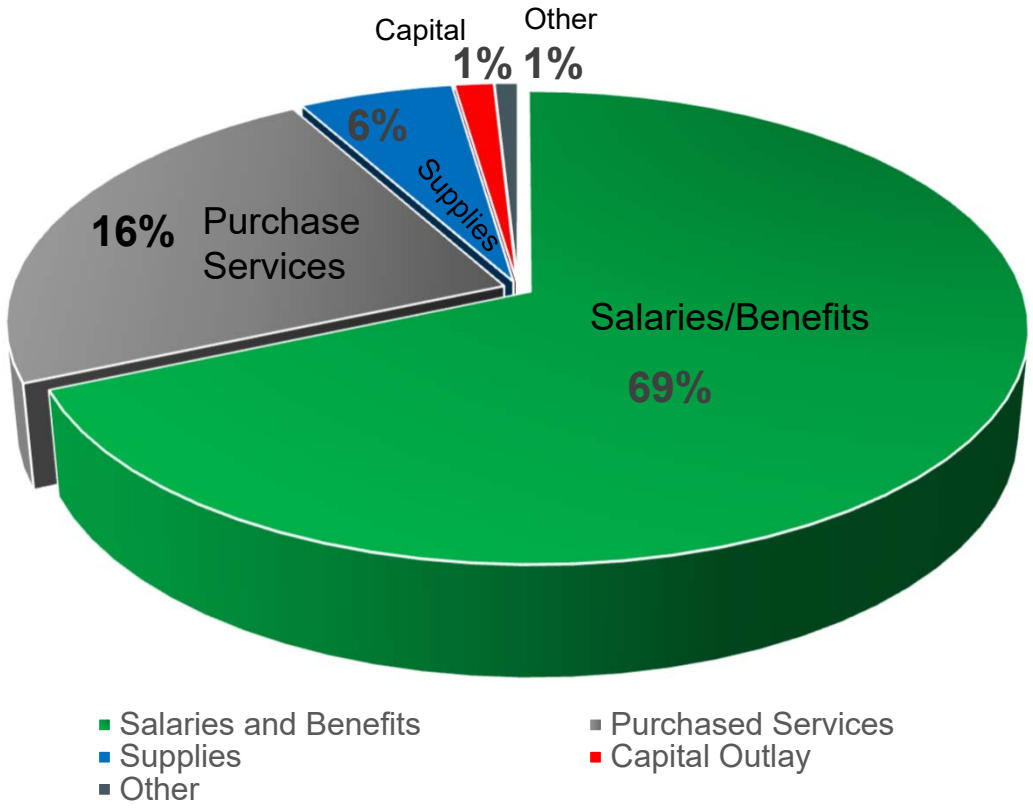
FY21-22 Total General Fund Revenues		$21,143,804
FY21-22 Total General Fund Expenditures		$21,918,966
Deficit		-$775,162
Ending Unreserved General Fund Balance June 2021	$	4,524,318
Estimated Unreserved General Fund Balance June 2022	$	4,026,378
Estimated June 30, 2022 Unreserved Fund Balance %		18.4%
Total General Fund Balance June 2021		$6,256,431
Estimated total General Fund Balance June 2022		$5,481,269

General Fund Unreserved Fund Balance

	Actual	Actual	Revised Budget
	FY19-20	FY20-21	FY21-22
General Fund Expenditures	$ 20,192,005	$ 21,878,554	$21,918,966
Unreserved Fund Balance	$ 4,048,524	$4,524,317	$4,026,378
Fund Balance %	20.1%	20.7%	18.4%



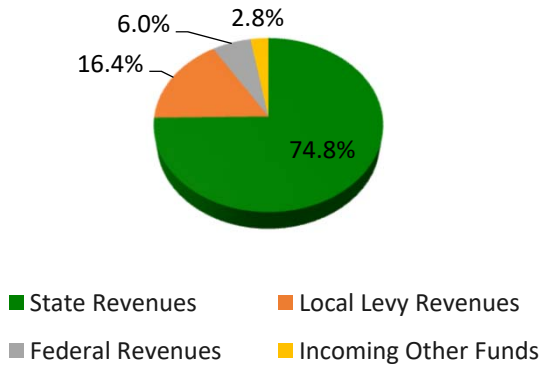
General Funds Allocations – A People Centric Industry



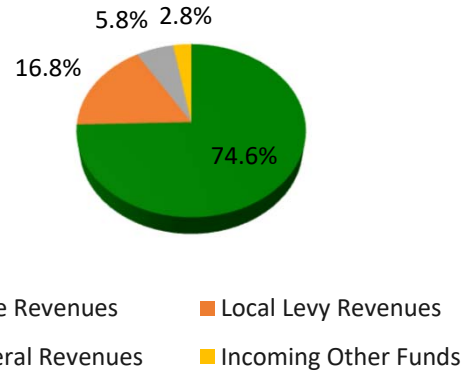
Who is paying our bills to operate our schools?

Revenue Source	FY21 Actual	FY21 %	FY 22 Budget	FY22 %
State Revenues	$16,646,786	74.8%	$15,767,861	74.6%
Local Levy Revenues	$3,658,233	16.4%	$3,551,580	16.8%
Federal Revenues	$1,336,022	6.0%	$1,231,034	5.8%
Incoming Other Funds	$615,725	2.8%	$593,329	2.8%
Total	**$22,256,766**	**100.0%**	**$21,143,804**	**100.00%**

Actual FY2020-21

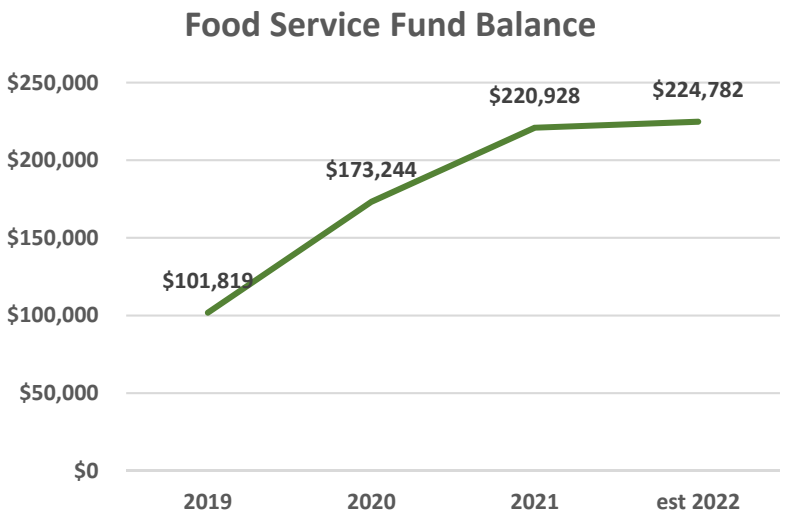


Revised Budget FY2021-22



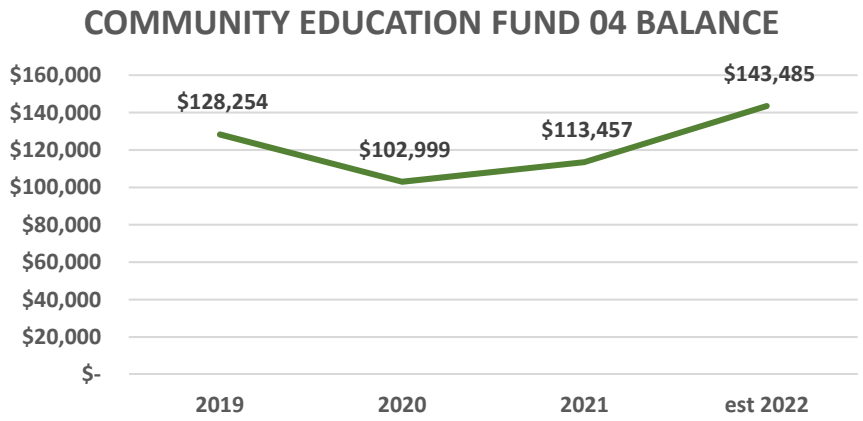
Food Service

FY22-22 Food Service Revenues	$1,018,506
FY21-22 Food Service Expenditures	$883,075
Surplus	$135,431
Ending Fund Balance June 2021	$ 220,928
Estimated Fund Balance June 2022	$ 224,782



Community Education

FY21-22 Community Education Revenues	$1,154,753
FY21-22 Community Education Expenditures	$1,124,726
Surplus	$30,027
Ending Fund Balance June 2021	$ 113,457
Estimated Fund Balance June 2022	$ 143,485

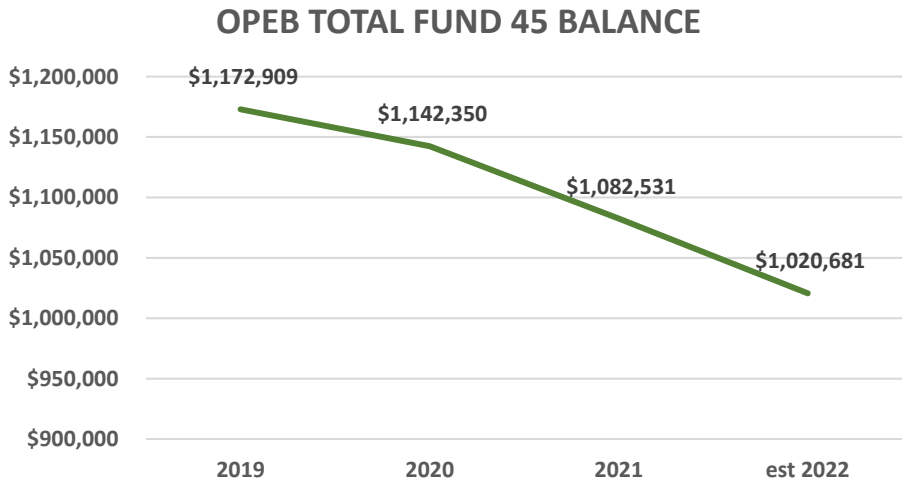


Debt Service

FY21-22 Debt Service Revenues	$28,864,261
FY21-22 Debt Service Expenditures	$28,766,160
Surplus	$98,101
Ending Fund Balance June 2021	$ 837,124
Estimated Fund Balance June 2022	$ 935,225

Other Post Employment Benefits (OPEB)

FY21-22 OPEB Revenues	$9,500
FY21-22 OPEB Expenditures	$71,350
Deficit	-$61,850
Ending Fund 45 Balance June 2021	$ 1,082,531
Estimated Fund 45 Balance June 2022	$ 1,020,681
Ending Fund 47 Balance June 2021	$ -
Estimated Fund 47 Balance June 2022	$ -



General Fund Balance Projections

General Fund	Audited Fund Balance 6/30/2021	2021-2022 Revised Budget Revenue	2021-2022 Revised Budget Expenditures	2021-2022 Annual Change	Projected Fund Balance 6/30/2022
Restricted/Reserved Funds:					
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Staff Development	$149,787	$238,064	$238,064	$0	$149,787
Operating Capital	$962,225	$236,007	$425,000	($188,993)	$773,232
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Basic Skills	$13	$234,800	$234,813	($13)	$0
Achievement & Integration	$17,486	$199,340	$199,340	$0	$17,486
Medical Assistance - 3rd Party Billing	$3,323	$13,135	$13,135	$0	$3,323
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Alternative Compensation/Q Comp	$312,076	$420,790	$420,790	$0	$312,076
Covid Relief Funds	$0	$608,709	$608,709	$0	$0
IB Program	$0	$380,225	$380,225	$0	$0
Scholarships	$10,516	$0	$1,224	($1,224)	$9,292
Machine Shop	$1,903	$0	$0	$0	$1,903
Unreserved/Unassigned Funds	$3,897,372	$17,652,615	$18,199,331	($546,716)	$3,350,657
Total Unreserved Fund Balance	**$4,524,317**	**$19,112,339**	**$19,610,279**	**($497,940)**	**$4,026,378**
Grand Total General Fund	**$6,256,430**	**$21,143,804**	**$21,918,965**	**($775,161)**	**$5,481,269**
		Unreserved Fund Balance as a Percent of Total Expenditures			**18.4%**

Other Funds Projections

Other Funds	Audited Fund Balance 6/30/2021	2021-2022 Revised Budget Revenue	2021-2022 Revised Budget Expenditures	2021-2022 Annual Change	Projected Fund Balance 6/30/2022
Food Service (Fund 02)	$118,361	$1,018,506	$883,075	$135,431	$253,792
Community Education (Fund 04)					
Reserved for Community Education	$49,883	$767,634	$730,626	$37,008	$86,891
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Reserved for School Readiness	($15,937)	$277,237	$273,067	$4,170	($11,767)
Reserved for Adult Basic Education	$0	$7,570	$7,570	$0	$0
Total Community Education	**$113,457**	**$1,154,753**	**$1,124,726**	**$30,027**	**$143,485**
Debt Service (Fund 07)	**$837,124**	**$28,864,261**	**$28,766,160**	**$98,101**	**$935,225**
OPEB (Fund 45)	**$1,082,531**	**$9,500**	**$71,350**	**($61,850)**	**$1,020,681**
OPEB (Fund 47)	**$0**	**$0**	**$0**	**$0**	**$0**
Grand Total All Funds	**$2,151,473**	**$31,047,020**	**$30,845,311**	**$201,709**	**$2,353,183**
Grand Total All Funds (including Gen Funds)	**$8,407,904**	**$52,190,824**	**$52,764,276**	**($573,452)**	**$7,834,452**

Questions/Comments

Tanley Lego
Business Manager
Rockford Area Schools District
legot@rockford.k12.mn.us

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: COVID-19 Grant Update

Meeting Date: Wednesday, February 23, 2022

Prepared by: Robert Danneker, Director of Student Services

Date Prepared: Friday, February 11, 2022

■ Information	☐ Briefing	☐ Action	☐ Enclosure Item(s)

The purpose of this presenation is to provide an overview to the Board of Education regarding exhausted and active RAS COVID-19 grants. As well, the plans for active COVID-19 grants will be shared with the Board of Education at this time.

COVID-19 Grant Update

Robert Danneker, Director of Student Services

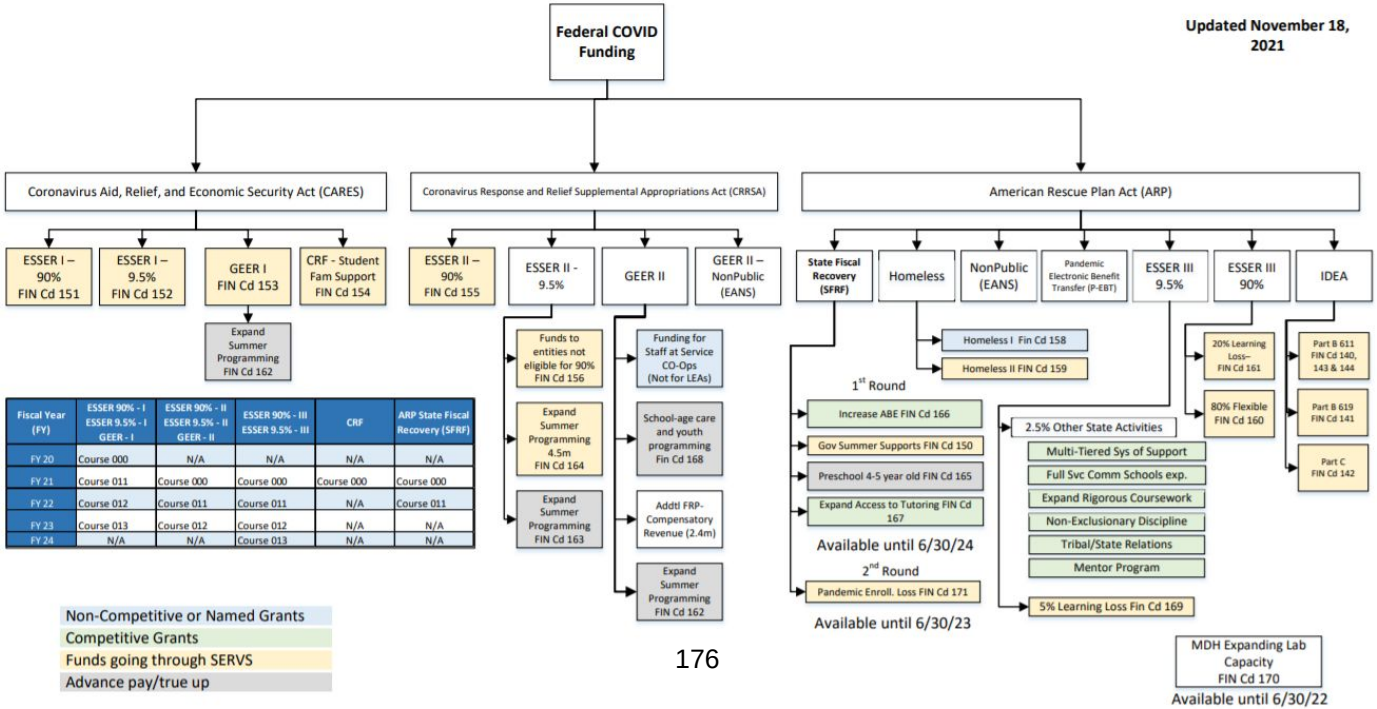
In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally minded citizens.

COVID-19 Grant Update (Feb 23 2022)

- RAS COVID-19 grant overview
  - Review all RAS COVID-19 grant awards
  - Preview current RAS COVID-19 grants & plans

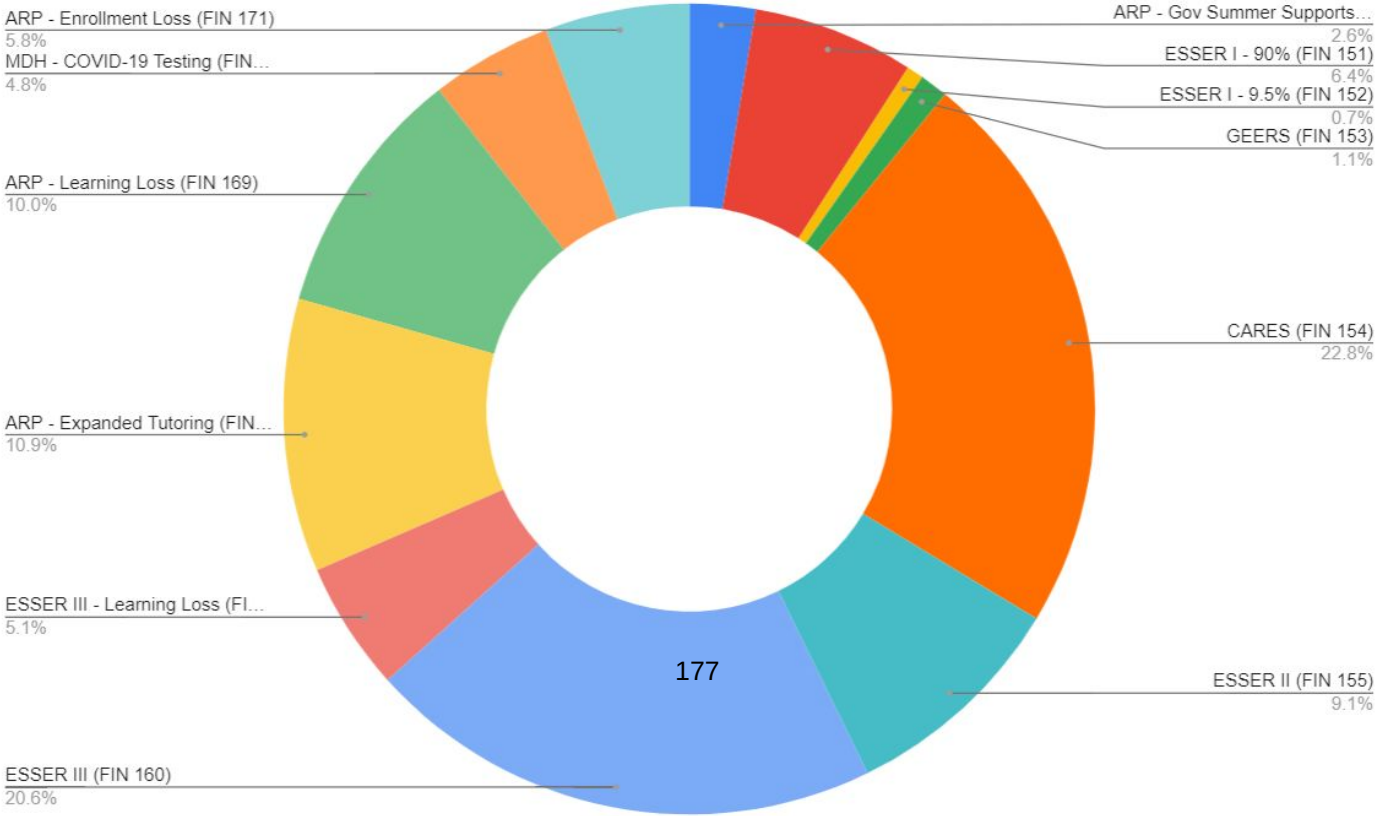
Overview: Federal COVID-19 Grants

(Source: Minnesota Department of Education)

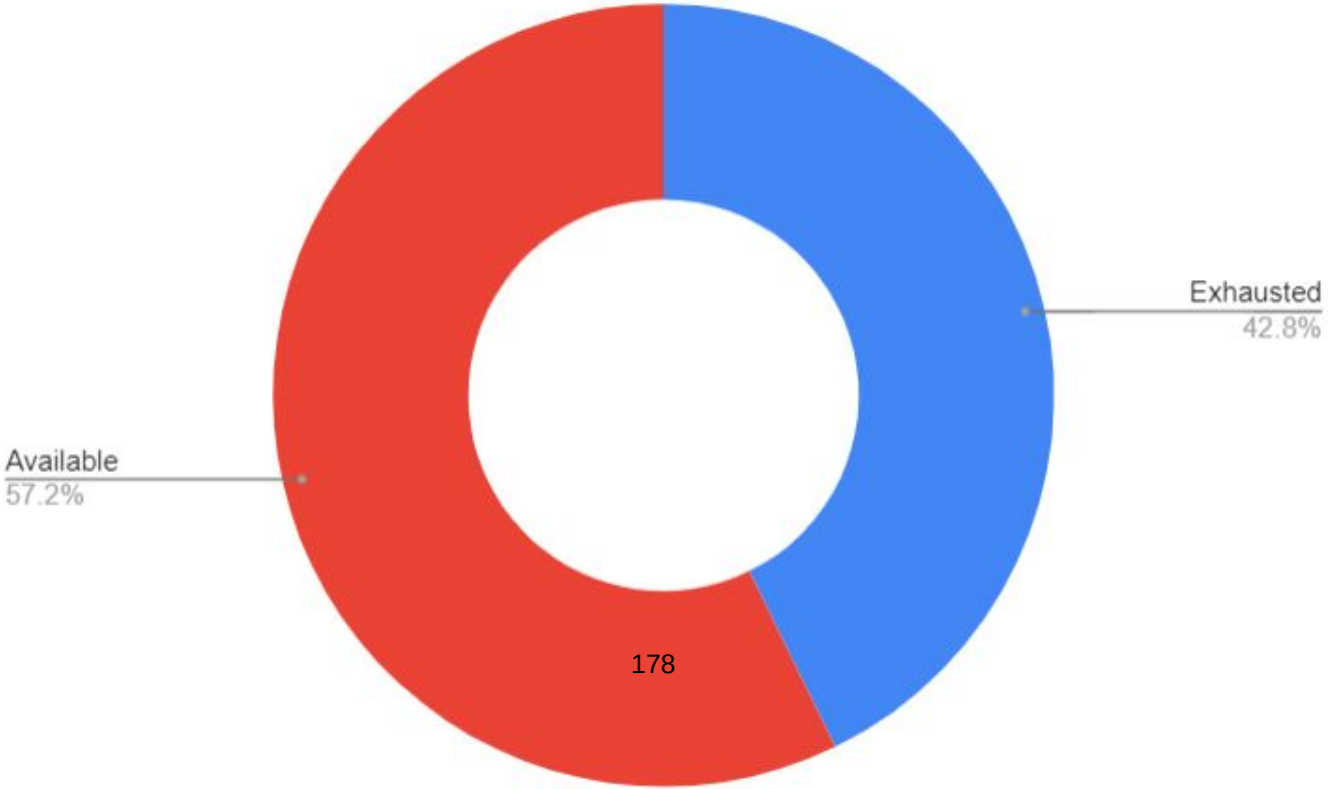


Fiscal Year (FY)	ESSER 90% - I ESSER 9.5% - I GEER - I	ESSER 90% - II ESSER 9.5% - II GEER - II	ESSER 90% - III ESSER 9.5% - III	CRF	ARP State Fiscal Recovery (SFRF)
FY 20	Course 000	N/A	N/A	N/A	N/A
FY 21	Course 011	Course 000	Course 000	Course 000	Course 000
FY 22	Course 012	Course 011	Course 011	N/A	Course 011
FY 23	Course 013	Course 012	Course 012	N/A	N/A
FY 24	N/A	N/A	Course 013	N/A	N/A

Total RAS Grants Received: $1,834,737.77



Total RAS Grants Received: $1,834,737.77



Current RAS COVID-19 Grant Awards

- ESSER III (FIN 160): $377,621.42
- ESSER III - Learning Loss (FIN 161): $94,405.36
- ARP - Expanded Tutoring (FIN 167): $200,000.00
- ARP - Learning Loss (FIN 169): $183,888.61
- MDH - COVID-19 Testing (FIN 170): $88,719.64
- ARP - Enrollment Loss (FIN 171): $105,579.00

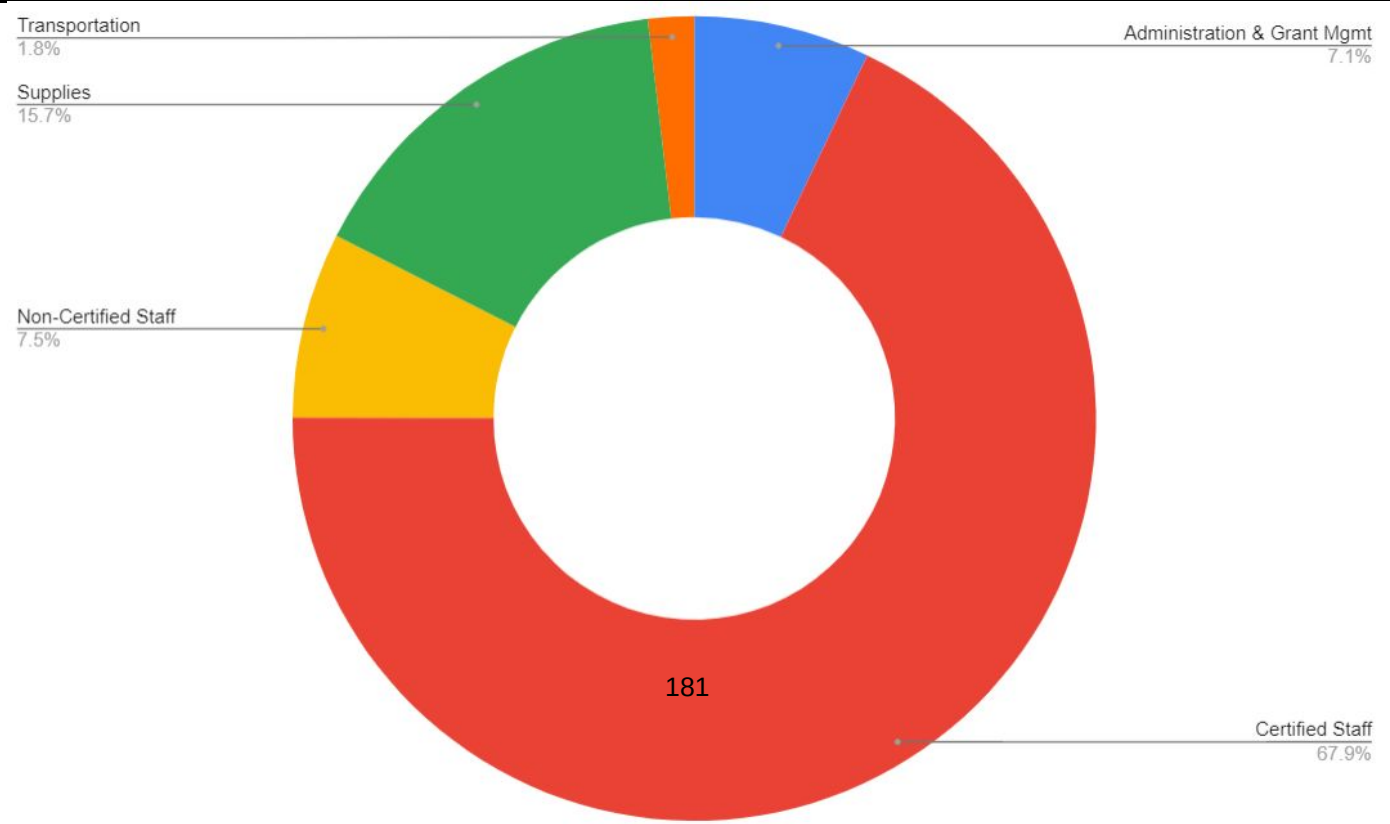
- **Total: $1,050,214.03**

RAS COVID-19 Grant Award Deadlines

- ESSER III (FIN 160): $377,621.42 → 9/30/2024
- ESSER III - Learning Loss (FIN 161): $94,405.36 → 9/30/2024
- ARP - Expanded Tutoring (FIN 167): $200,000.00 → 8/31/2022
- ARP - Learning Loss (FIN 169): $183,888.61 → 9/30/2024
- MDH - COVID-19 Testing (FIN 170): $88,719.64 → 6/30/2022
- ARP - Enrollment Loss (FIN 171): $105,579.00 → 6/30/2023

- **Total: $1,050,214.03**

RAS COVID-19 Grant Award Planning



Future Forward

- Additional Federal Support?
  - It is unknown if there will be additional federal grant / aid provided
- Additional Opportunities?
  - MN currently has over $1B in unspent federal COVID-19 grant dollars (source)
    - Additional education-based grants may be offered in the future
  - RAS applied for the MnMTSS grant (via MDE) on Feb 9, 2022
    - Awards will be announced in early March 2022
    - Maximum award is $250,000

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Thank You.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject:

Meeting Date: February 23, 2022

Prepared by: Jeff Kienitz, Director of Technology

Date Prepared: February 17, 2022

X	Information		Briefing		Action		Enclosure Item(s)

School Board Presentation – February 23, 2022
Presenter: Jeff Kienitz, Director of Technology
Length: 15 minutes

Welcome

Introduction

Technology Goals and Objectives

Information Security

Admin Controls
- Policy 524 first reading
- Policy 524.1R and Policy 524 form will be reviewed afterwards
- Planning to redact policy 731R and replace with protocols

Physical Controls
- Original cameras operational
- Additional outdoor cameras being quoted
- Planning - camera systems merge and add new internal cameras

Internal Technical Controls
- Replacement of backup data storage and server unit.
- Planning Operating Systems & Main Server replacement

External Technical Controls
- Port scanning and port reviews
- Firewall replacement

Technology Operations:

E911 compliance planning (emergency planning)
Changing to laptops for offices (emergency planning)
Laptop deployment well underway
Rebuild OS on all Microsoft Servers

Complete sync for Google to Active Directory
MFA for Infinite Campus
Fiber to Athletic Complex
Main website improvements and final conversion underway

Current Teaching and Learning Support Projects

Infinite Campus portal – adding additional reports (testing data) for parent review
Started the process for replacement of interactive boards
- ELL and HS
- Site Planning, i.e. placement, size requirements, electrical
- Demo units received at RHS

Infinite Campus – Academic Planner for 22-23 registration underway
Infinite Campus – Online Registration for Kindergarten underway
1:1 Program Evaluation
- Time to "mature" the program
- Middle School deployment changes?
- Agreement forms review
- Repair budget based on data
- Monitoring tools (Aristotle K-12)

District Support -

Online registration for kindergarten registration and new families open
Online FRAM/State data uploads operational – numbers up
Marrs Coordinator and Ed-Fi implementation for SY 22-23 underway
Human Resources: Staff/student onboarding protocols – (HR Driven)
Infinite Campus 504 implementation to improve communication/compliance
Knowbe4
- Integrated into Google for Phishing
- District staff training on Phishing and basic security
- District Assessment completed

FinalSite Training conducted to office/department staff
Infinite Campus office staff training conducted
Cyber Insurance obtained; but much cybersecurity work planned
CISSP (Certified Information Systems Security Professional) training for 3 IT staff is scheduled for March, April, and May.
Google Admin/Chromebook training monthly setup for IT staff – IT Amplified

Inter-Agency support highlights

USAC grant due March 2022
ECF grant reimbursements filed
Federal CRDC (Civil Rights) due February 28
MDE Ed-Fi MARRS Comparison Mtgs - Feb 5 and Mar 8
MDE Ed-Fi/Marrs training scheduled –
IC MUG (Marrs User Group) and CAG (Campus Admin Group) to other staff
MDE - Homeland Security grant discussions held – support Buffalo school district

MDE – Computer Science District Leaders Group (State standards, U of M support, and other school's implementation practices.)
Data Groups – MDE "Street Data" Group, IC Tableau User Group, MDE MTSS Data Team

Membership - Multi-State – Center for Internet Security - MS-CIS
CIS – Workbench
IC – CERT, FEMA, US-CERT, EMR-ISAC, NIST
Patch management and SysAdmin Groups
Membership - Homeland Security Information Network – HSIN

Review and Comment –

Rockford Area Schools

presented by,
Jeff Kienitz, Director of Technology

February 23, 2022

#ROCKETS883

Agenda: Technology Goals and Objectives

- A Brief of Technology Goals and Objectives
  - Information Security
  - Technology Operations
  - Current Teaching and Learning Projects
  - District Support
  - Inter-Agency Highlights

Information Security

- Administrative Controls
  - Policy 524 first reading – no significant change noted
  - Policy 524.1R and Policy 524 form will be reviewed after
  - Planning to redact Policy 731R (replacement with protocols)

- Physical Controls
  - Original Cameras operational
  - Outdoor cameras being planned
  - Merge TruVision and Avigilon systems and plan to add cameras

Information Security

- Internal Technical Controls
  - Replacement of physical data backup system
  - Planning operating systems refresh and main server replacement.

- External Technical Controls
  - Port scanning and reviews
  - Firewall replacement planned

Technology Operations

- Technology Operations Planning
  - E911 compliance planning
  - Changing laptops in Office (emergency planning)
  - Laptop deployment to teachers nearing completion
  - Rebuild OS on Servers
  - Complete Active Directory – Google Syncs
  - Multi-Factor for Infinite Campus
  - Fiber to Athletic Complex
  - Main website improvements being worked

Teaching and Learning Support

- Adding data to Parent Portal
- Programs data set creation (i.e. Tableau)
- Interactive Board replacement
- Infinite Campus Academic Planner in use
- Online Registration for Kindergarten Roundup in use
- 1:1 maturation is needed
  - Change in deployment?
  - Agreement forms review
  - Repair budget creation192
  - Monitoring tools deployment

District Support

- Online FRAM
- MARRS and Ed-Fi implementation
- Onboarding protocols
- 504 reporting improvements
- Knowbe4
- Training
    - Knowbe4, Finalsite, Infinite Campus data, academic planner, MARRS, Certified Information Systems Security (CISSP) training scheduled, Google Admin Training

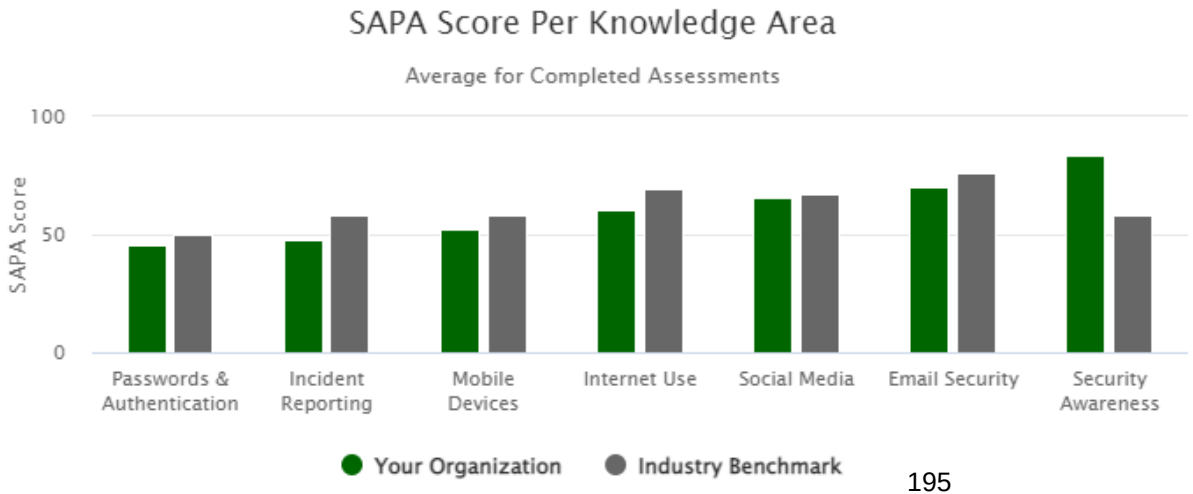
Inter-Agency Support

- USAC grant due end of March
- ECF grant reimbursements filed with a chrome book order pending
- Federal Office of Civil Rights extended to Mar 12
- MDE – Ed Fi Comparison meetings with MDE Feb 25 and Mar 8
- MDE – Ed Fi Training
- IC MUG and CAG
- MDE Homeland Security
- MDE Computer Science District Leaders Group
- Data Groups – MDE “Street Data), IC Tableau, MDE MTSS Data team
- MN Technology Leaders Group

- Memberships -
  Multi State – Center for Internet Security, IC-Cert, US-Cert, NIST, EMR-ISAC, FEMA
  Patch Management and Sys Admin
  Homeland Security Information Network - HSIN
- **Pending legislation – HF341 Student Data Privacy Act**

Security Awareness Proficiency Assessment

Security Awareness Proficiency Assessment (SAPA)



Industry Benchmark Data

Organization's SAPA Score:	58.9%
Industry SAPA Score:	67.1%

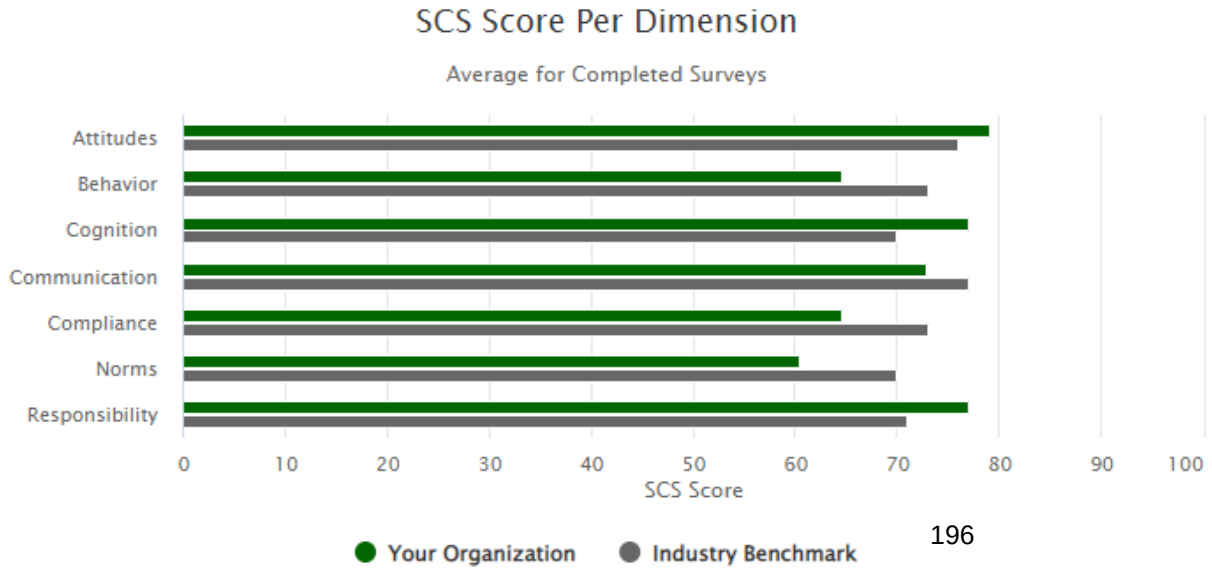
Industry All Industries

Organization Size Small (<250 user

January 2022

Security Awareness Proficiency Assessment

Security Culture Survey (SCS)



Industry Benchmark Data

Organization's SCS Score: 65

Industry SCS Score: 73

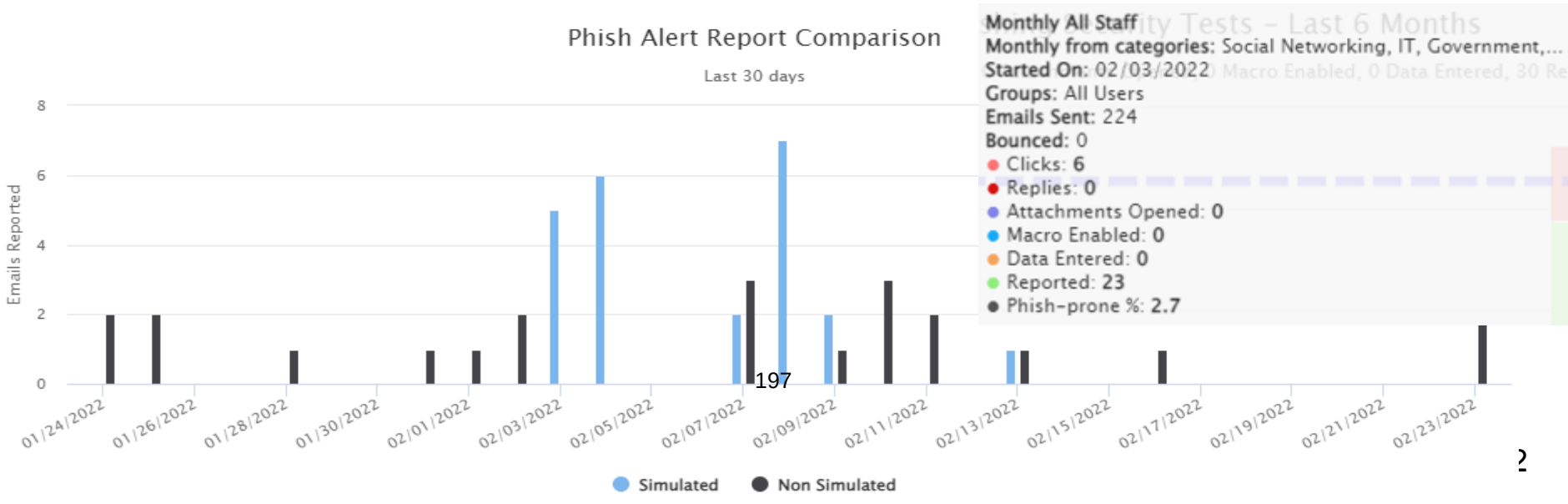
Industry: All Industries

January 2022

Security Awareness Proficiency Assessment

Phish Alert Button

0	0	63	31	32
Installed	Uninstalled	Total Reported	Simulated Emails	Non-Simulated Emails



Questions or Comments?

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Thank You.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Policies for review

Meeting Date: February 23, 2022

Prepared by: Superintendent's Office

Date Prepared: February 11, 2022

☐	Information	X	Briefing	☐	Action	☐	Enclosure Item(s)

Policies 102, 406, 413, 425, 501, 503, 507, 515, 524, 534 are up for a first reading.

102 – Equal Educational Opportunity: Adds contact information as directed by MDE

406 – Public and Private Personnel Data: Updates definitions; clarifies information about applicants; re-aligns some provisions

413 – Harassment and Violence: Updates language and aligns with Minnesota statutory law

425R – Staff Development: Retitles policy and adds new legislative provisions regarding mentoring

501 – School Weapons Policy: Adds language to definition of 'weapon' to align with MN statute; adds referral to law enforcement; clarifies provisions on p.3; revises citations

503R – Student Attendance: Adds newly enacted law on religious observances and annual notification to parents

507 – Corporal Punishment: Minor revisions; adds charter schools to policy

515 – Protection and Privacy of Pupil Records: Revises provisions to align better with FERPA; adds language to police liaison provisions; addresses obligations related to records of students with a disability; modifies other language

524 – Internet Acceptable Use and Safety Policy: Revises policy to reflect recent U.S. Supreme Court opinion in Mahanoy; updates citations

534 – School Meals Policy (renamed): Revises language to align with changes enacted in 2021.

Adopted: 11/4/99 *Orig. 1995*
Reviewed: 2017
Revised: 07/23/18, 2022

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for disabled students with disabilities.

[Note: Part of the definition of "sexual orientation" within the Minnesota Human Rights Act (MHRA) is "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness," which is how gender identity and expression gain protection under the MHRA. Minn. Stat. § 363A.03, Subd. 44.]

B. The school district prohibits the harassment and discrimination of any individual for any of the categories based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).

C. The school district 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 district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).

D. The school district 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 school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

FD. Every school district employee shall be responsible for complying with this policy ~~conscientiously~~.

FE. Any student, parent or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)
42 U.S.C. § 2000d *et seq*. (Title VI of the Civil Rights Act of 1964)
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)

Cross References: ~~MSBA/MASA Model Policy 402 (Disability Nondiscrimination)~~
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ~~(Student Sex Nondiscrimination)~~ Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: 10/08/01 *Orig. 1995*
Reviewed: 2014
Revised: 07/23/18, 2022

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel. 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 district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

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 available accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority 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. and to school district staff who need it to conduct the business of the school district.

C. "Confidential" means the data is are not public and are not available accessible to the subject.

D. "Parking space leasing data" means the following government data on an applicanttion for, or lease lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

E. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted by an employee to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a

~~suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~

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

G. **"**Protected health information" means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted ~~in electronic form by a school district acting as a~~ 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 45 C.F.R. Parts 160, 162 and 164.~~.~~ "Protected health information" excludes individually identifiable health information in education records covered by the ~~federal~~ Family Educational Rights and Privacy Act, ~~and~~ employment records held by a school district in its role as employer; and records regarding a person whi has been deceased for more than fifty (50) years.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendent, and ~~principal~~principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

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

1. name;

2. employee identification number, which may not be the employee's S~~s~~ocial S~~s~~ecurity number;

3. actual gross salary;

4. salary range;

5. contract fees;

6. actual gross pension;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense

reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota~~.~~ Statutes, section~~.~~ ~~§~~ 13.43, s~~S~~ubdivision. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when ~~they~~ applicants are considered by the school board to be ~~become~~ finalists for a~~n~~ public employment ~~position~~.

D. Applicants for appointment to a public body.

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

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

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

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

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public

body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota~~.~~ Statutes section ~~.~~ ~~§~~ 13.43, s~~S~~ubdivision. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota~~.~~ Statutes~~. §~~section 13.43, s~~S~~ubdivision. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

~~F.~~ Data relating to a complaint or charge against a public official is public only if:

~~(~~1.~~)~~ the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

~~(~~2.~~)~~ potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Section IV are private ~~and will only be shared with school district staff whose work requires such access. Private~~ data will not be otherwise released unless authorized by law ~~or by the employee's informed written consent~~.

B. Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F. Personnel data may be disseminated to labor organizations to the extent the responsible authority ~~school district~~ determines ~~it~~ is the dissemination isnecessary for the labor organization to conduct ~~its business~~ elections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ~~or when~~ ordered or authorized by the Commissioner of the ~~Bureau of Mediation Services~~BMS.

G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. The school district may, if ~~the~~ its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or

to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. a pre-petition screening team conducting an investigation of the employee under Minnesota. Stat.utes section § 253B.07, Ssubdivision. 1; or

3. a court, law enforcement agency, or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee shall does not have access to data that would identify the complainant or other witnesses if the school district responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

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

L. The school district shall must make any report to the board of teaching or 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, as required by Minnesota. Statutes. § 122A.20, sSubdivision. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota. Statutes. § 122A.20, Ssubdivision. 2.

M. Private personnel data shall be disclosed to the dDepartment of Employment and eEconomic security Development for the purpose of administration of the unemployment insurance program under Minnesota. Stat.utes Ch. 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260E, data that are relevant and

collected by the school facility 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 ~~informing~~ providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines~~that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment~~.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

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 district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota~~.~~ Statutes~~.~~ Chapter~~.~~ 13. Data that are released under this paragraph must not include data on the student.

P. ~~The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private~~Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district 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.

Q. Protected ~~H~~health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required ~~unless otherwise provided~~ by law. ~~To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.~~

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district 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 district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual

relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a 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 Minnesota Statutes, section 122A.40, subdivision 13(b), ~~or sexual abuse~~ or when the Commissioner of ~~the Minnesota Department of Education (~~MDE~~)~~ makes a final determination of child maltreatment involving a teacher under Minnesota Statues, section 260E.21, subdivision 4 or 260E.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 Minnesota~~.~~ Statutes~~. §~~ 13.41, s~~S~~ubdivision~~.~~ 5, and must provide the ~~Minnesota Professional Educator Licensing and Standards Board~~PELSB and the licensing division at MDE with the necessary and relevant information to enable the ~~Minnesota Professional Educator Licensing and Standards Board~~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 Minnesota~~.~~ Statutes~~. §~~, section 123B.03, a school board or other school hiring authority must contact ~~the Minnesota Professional Educator Licensing and Standards Board~~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 district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota~~.~~ Statutes~~.~~ Ch~~.~~apter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with ~~other~~ 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.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the *Superintendent* as the authority responsible for personnel data. ~~If you have any questions, contact them.~~

The responsible authority, or a school district employee if so designated, shall serve as the

school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data – Public Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, sSubd. 3 (~~Elected and Appointed Officials~~Applicants for Employment)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, sSubd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, sSubds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07(Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. § 260E ~~626.556, Subd. 7~~ (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

Cross References:

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: 01/08/01 *Orig. 1995*
Reviewed: 2017, *2021*
Revised: 07/23/18, 2022

413 HARASSMENT AND VIOLENCE

~~*[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minn. Stat. § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minn. Stat. § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]*~~

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment ~~that is~~ free from harassment and violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class. The school district prohibits any form of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include~~s~~ school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school

district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel ~~who is~~ found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, 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 academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

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

D. Protected Classifications~~;~~ Definitions

1. "Disability" means, with respect to an individual who: ~~any condition or characteristic that renders a person a disabled person. A disabled person is any person who:~~

a. ~~has~~ a physical, sensory, or mental impairment ~~which~~ 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 having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

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

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

F. Sexual Harassment; Definition

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

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

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

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

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

   a. unwelcome verbal harassment or abuse;

   b. unwelcome pressure for sexual activity;

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

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

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

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

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof ~~which~~ 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 Minnesota~~.~~ Statutes~~.~~, ~~§~~ section 609.341, includes the primary genital area, groin, inner

thigh, buttocks or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

   a. touching, patting, grabbing, or pinching another person's intimate parts~~, whether that person is of the same sex or the opposite sex~~;

   b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

   c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

   d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to~~, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ an individual's Protected Class.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct ~~which~~ that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or

complainant.

E. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District. The school board hereby designates **each building principal** as school district human rights officers to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.[1]

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

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

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

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and 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 school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular

action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's 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.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, 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 Minnesota~~.~~ Statatutes~~.~~ Chapter 260E ~~§ 626.556~~ may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

C. This policy shall appear in the student handbook.

D. The school district will develop a method of discussing this policy with students and employees.

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

F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. ~~§~~ Ch. 260E ~~626.556 *et seq.*~~ (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973~~, § 504~~)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

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

Adopted: 03/08/04 *Orig. 2001*
Reviewed: 2012
Revised: 09/16/13, 2022

425R STAFF DEVELOPMENT AND MENTORING

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The School Board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The committee also will include nonteaching staff, parents and administrators.

2. Members of the Advisory Staff Development Committee shall be approved by the School Board. Committee members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The School Board shall appoint replacement members of the district staff development committee as soon as possible following the resignation, death, serious illness or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the School Board. Team members shall serve a two-year term* based upon nominations by board members, teachers and paraprofessionals. The school board shall approve replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness or removal of a member from the team.

2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE DISTRICT STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a staff development plan ~~which~~

** This time period may be changed to accommodate individual school district needs.*

that will be reviewed and subject to approval by the school board once a year.*

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes ~~which~~ that are consistent with the education outcomes as may be determined annually by the School Board as noted on the current district aims, goals and measures;

2. The means to achieve the Staff Development outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minn~~.~~esota Statatutes~~. §~~ section 122A.187~~, Subd. 4(b)~~;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

   a. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;

   b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;

   c. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

   d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

   e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;

   f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and

   g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

   a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;

** This time period may be changed to accommodate individual school district needs.*

b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;

c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes section 120B.125;

d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency; and

e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

a. Focus on the school classroom and research-based strategies that improve student learning;

b. Provide opportunities for teachers to practice and improve their instructional skills over time;

c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;

d. Enhance teacher content knowledge and instructional skills; including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

e. Align with state and local academic standards;

f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and

g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.

7. Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance.

8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

C. The Advisory Staff Development Committee will assist Ssite Ddevelopment Tteams in developing a site plan consistent with the goals and outcomes of the Sstaff Ddevelopment Pplan.

** This time period may be changed to accommodate individual school district needs.*

D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a yearly basis* the extent to which staff at the site have met the outcomes of the staff development plan.

E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII below.

IV. DUTIES OF THE SITE DEVELOPMENT TEAM

A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the staff development plan. The school board will review the site plans for consistency with the staff development plan once a year.*

B. The Site Professional Development Team must demonstrate to the School Board the extent to which staff at the site have met the outcomes of the staff development plan. The actual reports to the School Board can be made by the Advisory Staff Development Committee to avoid duplication of effort.

C. If the School Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

A. Unless the School District is in statutory operating debt or a majority of the School District Board and a majority of its licensed teachers vote to waive the requirement to reserve basic revenue for staff development, the School District will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1.~~in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; pre-service and in-service education for special education~~

** This time period may be changed to accommodate individual school district needs.*

~~professionals and paraprofessionals; and other related costs for staff development efforts.~~ To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. ~~In order t~~To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

B. The School District may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.

C. If the School District operates a career teacher program, it will reserve from its basic revenue an amount equal to five dollars ($5) times the number of resident pupil units to provide staff development for the career teacher program.

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D. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota~~.~~ Stat~~.~~utes ~~§~~ section 122A.61.

E. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:

1. additional stipends as incentives to mentors of color or who are American Indian;

2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;

3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or

4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

** This time period may be changed to accommodate individual school district needs.*

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

A. On a yearly* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

B. Upon approval of the budget by the School Board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a yearly basis.*

C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

A. By October 15 of each year, the sSchool dDistrict and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures and submit it to the Commissioner of the Department of Education (Commissioner).

1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

2. The report will provide a breakdown of expenditures for:

   a. Ccurriculum development and curriculum training programs;

   b. Sstaff development training models, workshops, and conferences; and

** This time period may be changed to accommodate individual school district needs.*

c. Tthe cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level, and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

3. The School District will utilize the reporting form and/or system designated by the Commissioner. The report will be signed by the superintendent and staff development chair.

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B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References:
Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.22, ~~Subd~~subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.187, ~~Subd~~subd. 4(b) (~~Board to Issue Licenses;~~ Expiration and Renewal)
Minn. Stat. § 122A.40, ~~Subds~~subds. 7, ~~and~~ 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, ~~Subds~~subds. 4 ~~and~~, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, ~~Subds~~subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, ~~Subd~~subd. 5 (General Education Levy and Aid)

Cross References: None.

** This time period may be changed to accommodate individual school district needs.*

Adopted: 6-18-01 *Orig. 1995*
Reviewed: 2014
Revised: 4-20-15, 2022

501 SCHOOL WEAPONS POLICY

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

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 nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district 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; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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 district.

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

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 principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal'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.

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

1. active licensed peace officers;

2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

3. persons authorized to carry a pistol under Minnesota Statutes section 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 Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 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 which 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.

5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;

6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. a gun or knife show held on school property;

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

9. persons who are on unimproved property owned or leased by a child care center, school or school district 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

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. 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

A school district 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 nonstudent permit-holders authorized under Minn~~.~~esota Stat~~.~~atutes, ~~§~~ section 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 district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully 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 superintendent 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.

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

~~C~~D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent 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 NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be 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 district, that school district 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

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

Legal References:
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.02, sSubd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 97B.045 (Transportation of Firearms)}
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Adopted: 09/17/01 *Orig. 1995*
Reviewed: 2001
Revised: 04/30/07, 2022

507 CORPORAL PUNISHMENT

I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

III. EXCEPTIONS

A teacher or school principal 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. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: 11/09/01 *Orig. 1995*
Reviewed: 2013
Revised: 04/18/16, 2022

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, ~~I~~internet, or other electronic ~~communication~~ information and telecommunications technologies for students who are not in the classroom, and including the period during

which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

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

1. a student's social security number;

2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic ~~-~~systems~~-~~ if the identifier ~~-~~may ~~-~~be ~~-~~used ~~-~~to ~~-~~access ~~-~~education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records ~~-~~when used ~~-~~in conjunction with one or more factors ~~-~~that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

4. personally identifiable data which references religion, race, color, social position, or nationality; or

5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

~~*(Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these*~~

~~*restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.)*~~

E. Education Records

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

2. What does not constitute ~~an~~ education record~~s~~. The term~~,~~ "education record~~s~~~~,~~" does not include:

a. Records of instructional personnel ~~which~~that are:

(1) ~~are~~ kept in the sole possession of the maker of the record; and

(2) used only as a personal memory aid;

(3) ~~are~~ not accessible or revealed to any other individual except a temporary substitute teacher; and

(~~3~~4) are destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, ~~these provisions shall not apply to~~ records relating to an

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

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, ~~which~~ that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district ~~that only contain information about an individual~~ after an individual ~~he or she is~~ is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

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

1. Perform an administrative task required in the school or employee's contract or

position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education; ~~or~~

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or~~.~~

4. Perform a task directly related to responding to a request for data.

I. Parent

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

J. Personally Identifiable

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

K. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche.

L. Responsible Authority

"Responsible authority" means ***District Superintendent*** and ***Building Principal***.

M. Student

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

N. School Official

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

O. Summary Data

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

P. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such

consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI of this policy.

B. Eligible Students

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

C. ~~Disabled~~ Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy ~~confidentiality~~ of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

a. a specification of the records to be disclosed;

b. the purpose or purposes of the disclosure;

c. the party or class of parties to whom the disclosure may be made;

d. the consequences of giving informed consent; and

e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

a. identifies and authenticates a particular person as the source of the electronic consent; and

b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of

the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes Chapter 256B or Minnesota Care under Minnesota Statutes Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's

enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section ~~7165~~ 7917 of the federal ~~No Child Left Behind Act~~Every Student Succeeds Act, 20 U.S.C § 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 Minnesota~~.~~ Stat~~.~~utes ~~§~~ section 260B.171, unless the data are required to be destroyed under Minn~~.~~esota Stat~~.~~atutes ~~§~~ section 120A.22, ~~Subd~~subdivision~~.~~ 7(c) or ~~§~~ section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records ~~which~~ that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to

effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena

issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health, including mental health, or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly

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

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

The principal must delete the peace officer's record from the student's

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

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

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer

immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

~~[*Note: Federal law now allows a school district to specify that the disclosure of directory*~~

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

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI of this policy.

3. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e- mail address in a class in which the student is enrolled.; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

   a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

   b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or

emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota~~.~~ Stat~~.~~utes ~~§§~~ sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota~~.~~ Stat~~.~~atutes ~~§~~ Chapter ~~626.556~~260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota~~.~~ Stat~~.~~utes ~~§ 626.556~~Chapter 260E~~, Subd. 11~~.

Regardless of whether a written report is made under Minnesota. Stat.utes § 626.556Chapter 260E, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota. Statatutes. § section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the

civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section ~~Minn. Stat. §~~ 121A.40, *et seq*.

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; ~~and~~

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

~~.~~ 3. Copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational

institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, ***building principal,*** in writing by ***September 15*** each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally

identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

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

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student ~~which~~ that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4 of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B of this policy, the record of disclosure required under this section shall also include:

a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

b. the legitimate interests under Section VI of this policy which each of the additional parties has in requesting or obtaining the information; and

c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1 does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials Section VI.B.1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

~~*[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]*~~

4. The record of requests of disclosures may be inspected by:

a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from

exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

c. any schedule of standard copying charges established by the school district in its normal course of operations;

d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes Chapter~~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 ***Building Principal*.**

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal No Child Left Behind Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (~~Sharing Disposition Order and Peace Officer Records~~Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, s~~S~~ubds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
~~Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)~~
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (~~No Child Left Behind~~Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273~~, 122 S.Ct. 2268, 153 L.Ed. 2d~~ 309 (2002)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical

or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: 11/19/01

Orig. 1996

Reviewed: ~~2019~~ 2022

Revised: 02/~~19/20~~ 2022

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, ~~T~~the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:

a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language, images, or content that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language, images, or content that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.

4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information, and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter", "Instagram," "Snapchat," "Tik Tok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer or personal device while using school district network (including wireless), and will not plagiarize works they find on the Internet.

9. Users will not use the school district system or school district computers for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy ~~(MSBA/MASA Model Policy 514).~~ This prohibition includes using any technology or other electronic communication off school premises to the extent that

student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations ~~are~~ may include, but are not limited to, ~~situations~~ serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. ~~where the school district system is compromised or if a school district employee or student is negatively impacted.~~ If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access while connected through the school district network, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to

minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota~~.~~ Statute~~.~~ Chapter~~.~~ 13 (~~the~~ Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, and the

parent or guardian. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

a. Information stored on school district compact disks, digital video disks, hard drives or servers.

b. Information retrieved through school district computers, networks or online resources.

c. Personal property used to access school district computers, networks or online resources.

d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by ~~Policy 406~~, Public and Private Personnel Data Policy, and ~~Policy 515,~~ Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, and the parent or guardian prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232G (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000(CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.~~0695 (School Board Policy; Prohibiting Intimidation and Bullying)~~ 031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity

Act)
Mahanoy Area Sch. District v. B.L.,594 U.S., 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, ~~89 S. Ct. 733, 21 L.Ed.2d 731~~ (1969)
United States v. Amer. Library Assoc., 539 U.S. 194~~, 123 S.Ct. 2297, 56 L.Ed.2d 221~~ , (2003)
~~*Doninger v. Niehoff*, 527 F.3d 41 (2nd Cir. 2008)~~
R.S. v. Minnewaska Area Sch. Dist. No. 2149, ~~No. 12-588, 2012 WL 3870868~~ (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8thCir. 2012)
~~*Kowalski v. Berkeley County Sch.*, 652 F.3d 565 (4th Cir. 2011)~~
~~*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3rdCir. 2011)~~
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ~~(Student Sex Nondiscrimination)~~ (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 08-21-17 *Orig. 2017*
Reviewed: 2019
Revised: 02-19-20, 2022

534 ~~UNPAID MEAL CHARGES~~SCHOOL MEALS POLICY

~~[Note: United States Department of Agriculture (USDA) Policy Memorandum SP 46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP 23-2017 clarified that school districts could adopt a "policy" or "standard practice." Although this document is styled as a "policy," school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]~~

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

~~[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]~~

A. Students have use of a meal account. When the balance reaches zero, a student may charge no more than $-5.00 (negative five dollars) to this account. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. Parents can make deposits to student lunch accounts in the Infinite Campus Portal or mailing a check to the high school kitchen, attention: Deb Graunke. Students can also bring deposits to their building office.

B. If the school district receives school lunch aid under Minnesota~~.~~ Stat~~.~~utes ~~§~~ section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.

C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.

D. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.

E. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

F. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. There is no cost of the alternative meal that will be charged to the student's account.

GE. When a student has a negative account balance, the student will not be allowed to charge a snack item.

HF. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low starting at a positive $10.00 or fall below zero.

B. Families will be notified of an outstanding negative balance once the negative balance reaches $-5.00 (negative five dollars). Families will be notified by email or a letter sent home.

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Negative balances of more than $-10.00, not paid prior to end of the fiscal year, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal

debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

E. The school district ~~may not~~ will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to material, technology, or other items provided to students due to an unpaid student meal balance. ~~deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.~~

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district ~~may~~ will post thise policy on the school district's website or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References:

Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111, ~~Subd. 4~~ (Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A
~~Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to Ricker)~~

Cross References: *None*

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Policies changed by MSBA

Meeting Date: February 23, 2022

Prepared by: Superintendent's Office

Date Prepared: February 11, 2022

[ ] Information [X] Briefing [X] Action [ ] Enclosure Item(s)

The Minnesota Legislature reorganized the Maltreatment of Minors Act by moving it from a criminal law chapter (Ch. 626) to a public health chapter (Ch. 260E).

206 - Public Participation
211 - Criminal or Civil Action
414 - Mandated Reporting of Child Neglect
423 - Employee-Student Relations
519 - Interviews of Students by Outside Agencies
532 - Use of Peace Officers and Crisis Teams

Policies in yellow involve legislative legal updates over which school boards have no control. The rest of the policies below, do not involve substantive changes to the policies.

603 - Curriculum Development Update References
604 - Instructional Curriculum Update References
605 - Alternative Programs Update Text
606 - Textbooks and Instructional Materials Update References
607 - Organization of Grade Levels Update References
608 - Instructional Services; Special Education Update Text
609 - Religion Update Text
611 - Home Schooling Update References
613 - Graduation Requirements Update References
614 - School District Testing Plan and Procedures Update References
615 - Testing Accommodations Update References
616 - School District System Accountability Update Text and References
623 - Mandatory Summer School Instruction Update References

This set of revisions cleans up and clarifies existing policies. These changes are not substantive.

204 - School Board Meeting Minutes - Update text to mirror statute
205 - Open Meetings and Closed Meetings - Update titles/text to mirror statutes

208 - Development of Policies - Clarify existing text
305 - Policy Implementation - Add 'procedures' to text
422 - Policies Incorporated by Reference - Delete unneeded cross references
427 - Workload Limits - Update text
504 - Student Dress and Appearance - Replace i.e. with e.g.
521 - Student Disability Nondiscrimination - Update text and legal reference
523 - Policies Incorporated by Reference - Delete unneeded cross references

MSBA has discontinued its Service Manual. These updates address this change and update other references.
101 - Legal Status of School District - Delete Service Manual Reference
103 - Complaints - Delete Service Manual Reference
203.5 - School Board Meeting Agenda - Add Advisory Opinion Reference
207 - Public Hearings - Update Statutory Reference
210 - Conflict of Interest - Delete Service Manual Reference
301 - School District Administration - Delete Service Manual Reference
302 - Superintendent - Delete Service Manual Reference
303 - Superintendent Selection - Delete Service Manual Reference
304 - Superintendent Contract - Delete Service Manual Reference
401 - Equal Employment Opportunity - Update Statutory Reference
402 - Disability Nondiscrimination - Update References
403 - Discipline, Suspension - Delete Service Manual; Update Reference
408 - Subpoena of District Employee - Delete Service Manual Reference
419 - Tobacco-Free Environment - Delete Service Manual; Update Reference
514 - Bullying Prohibition Policy - Update Policy
522 - Cross Reference Title
516 - Student Medication - Fix Numerical Order of Legal References
520 - Student Surveys - Update Policy
522 Cross Reference Title

Policy Services
MINNESOTA SCHOOL BOARDS ASSOCIATION

Newsletter

January 2022

Model Policy Technical Revisions: Series 100-600

MSBA is in the process of deep review and revision of existing policies. In light of the number of updates, MSBA has organized these updates in four units in order of significance.

- **Chapter 260E Reorganization**
- **Series 600 updates**
- **Policy Text Updates**
- **Legal and Cross Reference Updates**

Because the revisions in each of the four units (1) reflect legal changes that the Minnesota legislature adopted; or (2) update references rather than substantive policy language, a school board may adopt the revisions in a single meeting pursuant to MSBA Model Policy 208:

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

The final set of updates (for Series 700-900) will be available soon.

Unit 1: Chapter 260E Reorganization

The Minnesota Legislature reorganized the *Maltreatment of Minors Act* by moving it from a criminal law chapter (Ch. 626) to a public health chapter (Ch. 260E). The following MSBA model policies should be updated in a single meeting to reflect this change:

Model Policy Number	Model Policy Title
206	Public Participation
211	Criminal or Civil Action
414	Mandated Reporting of Child Neglect
423	Employee-Student Relations
519	Interviews of Students by Outside Agencies
532	Use of Peace Officers and Crisis Teams

Unit 2: Series 600 Updates

Because MSBA Model Policies Series 600 focuses upon students, we combine the policy updates in one unit:

Model Policy Number	Model Policy Title	Notes
603	Curriculum Development	Update References
604	Instructional Curriculum	Update References
605	Alternative Programs	Update Text
606	Textbooks and Instructional Materials	Update References
607	Organization of Grade Levels	Update References
608	Instructional Services; Special Education	Update Text
609	Religion	Update Text
611	Home Schooling	Update References
613	Graduation Requirements	Update References
614	School District Testing Plan and Procedures	Update References
615	Testing Accommodations	Update References
616	School District System Accountability	Update Text and References
623	Mandatory Summer School Instruction	Update References

The green policies do not involve substantive changes to the policy; the revisions can be adopted in a single meeting.

The yellow policies involve legislative legal updates over which school boards have no control. They may be adopted in a single meeting.

Unit 3: Policy Text Updates

This set of revisions cleans up and clarifies existing policies. These changes are not substantive and can be adopted in a single meeting.

Model Policy Number	Model Policy Title	Note
204	School Board Meeting Minutes	Update text to mirror statute
205	Open Meetings and Closed Meetings	Update titles/text to mirror statutes
208	Development of Policies	Clarify existing text
305	Policy Implementation	Add 'procedures' to text
422	Policies Incorporated by Reference	Delete unneeded cross references
427	Workload Limits	Update text
504	Student Dress and Appearance	Replace *i.e.* with *e.g.*
521	Student Disability Nondiscrimination	Update text and legal reference
523	Policies Incorporated by Reference	Delete unneeded cross references

Unit 4: Legal and Cross Reference Updates

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MSBA has discontinued its *Service Manual* (individual Law Bulletins continue to be available). These updates address this change and update other references. These can be adopted in a single meeting.

Model Policy Number	Model Policy Title	Note
101	Legal Status of School District	Delete Service Manual Reference
103	Complaints	Delete Service Manual Reference
203.5	School Board Meeting Agenda	Add Advisory Opinion Reference
207	Public Hearings	Update Statutory Reference
210	Conflict of Interest	Delete Service Manual Reference
301	School District Administration	Delete Service Manual Reference
302	Superintendent	Delete Service Manual Reference
303	Superintendent Selection	Delete Service Manual Reference
304	Superintendent Contract	Delete Service Manual Reference
401	Equal Employment Opportunity	Update Statutory Reference
402	Disability Nondiscrimination	Update References
403	Discipline, Suspension	Delete Service Manual; Update Reference
408	Subpoena of District Employee	Delete Service Manual Reference
419	Tobacco-Free Environment	Delete Service Manual; Update Reference
514	Bullying Prohibition Policy	Update Policy 522 Cross Reference Title
516	Student Medication	Fix Numerical Order of Legal References
520	Student Surveys	Update Policy 522 Cross Reference Title

Instructions to access the Policy Manual online

1. Please visit www.mnmsba.org.
2. Go to the Resources tab and select Policies
3. Log into the Members area (access is limited to Policy Services subscribers)

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Access the MSBA/MASA Policy Reference Manual

Within the Policy Reference Manual, you may access, download, and search all of the policies. To download the entire Policy Reference Manual at once, click on the link labeled "Download the Entire Manual" and follow the dialog boxes that appear. A separate link for "Revision History" is also available to review or download redlined versions of the revisions and access a list of revised policies.

If you would prefer to receive the revised policies on CD or paper, please contact the MSBA office. Additional charges apply. These items are available to Policy Services subscribers only.

If you have questions about Policy Services, how to navigate the online Policy Reference Manual, or the content of the model policies, please contact Terry Morrow at (507) 934-8126 or (800) 324-4459 or by email at tmorrow@mnmsba.org

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Adopted: 3/20/00 *Orig. 1995*
Reviewed: 2017, 2022
Revised: 07/23/18

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.

B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.

B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.

B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b) together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete

terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training, and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

D. "Educational data" means data maintained by the school district which relates to a student.

E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address, either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd.

14 (Teachers Discharge Hearing);

2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);

3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.

B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);

2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);

3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The persons should provide his or her name, ~~address,~~ the name of group represented (if any), and the subject to be covered or the issue to be addressed.

2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.

3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order.

Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.

5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.

7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1 of this section or problems concerning the school district should be directed to the superintendent's office.

4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time where persons may

address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

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

D. No Board Action at Same Meeting

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

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

B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)

C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 ~~(Open Meeting Law)~~ (Meetings having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)~~Student Dismissal Hearing)~~
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond~~License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing~~Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. ~~§ 626.556~~Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. No. 852 (July 14, 2006)

Cross References:

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: 9/18/00 *Orig. 1995*
Reviewed: 2006, 2022
Revised: 7/23/18

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance ~~as to~~about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minn~~.~~esota Stat~~.~~utes ~~§~~ Section 466.07, s~~S~~ubd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that ~~he or she~~the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota~~.~~ Stat~~.~~utes ~~§~~Section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district ~~shall~~ must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn~~.~~esota Stat~~.~~utes Ch~~.~~apter 13~~,~~ and to the Family Educational Rights and Privacy Act, 20 United~~.~~ States ~~.~~Code~~.~~ § 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, ~~he or she is~~ to the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official ~~who is~~ designated as the responsible authority ~~responsible~~ for the collection, use and dissemination of data.

D. Service of Subpoenas

~~The policy of the school district is that its~~School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature, by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.

3. Pursuant to Minn~~.~~esota Statutes~~.~~ ~~§~~ section 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision ~~as to~~ whether to reimburse shall be made in the school board's discretion ~~of the school board~~. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. ~~In order to further~~ To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless ~~there are~~ extenuating circumstances exist, ~~or~~ the matter being investigated is school-related, or as otherwise provided by law.

2. If ~~such~~ questioning at school is unavoidable, the school district will attempt to maintain confidentiality~~,~~ to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn~~.~~esota Stat~~.~~ atues § section ~~626.556, Subd. 10~~260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn~~.~~esota Stat~~.~~atutes ~~C~~ch~~.~~apter 13 (Minnesota Government Data Practices Act) and 20 U~~.~~nited S~~.~~tates C~~.~~ode section ~~§~~ 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for ~~Deprivating~~ Deprivation of Rights)

Op. Atty. Gen. 169 (Minn, Mar. 7, 1963)
Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308~~, 95 S.Ct. 992, 43 L.Ed.2d 214~~ (1975)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 01/08/01 *Orig. 1995*
Reviewed: 2019, 2021, 2022
Revised: 02/19/20

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minn. Stat. ~~§ 626.556~~Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~which~~that:

1. is not likely to occur and could not have been prevented by exercise of due care; and

2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (~~Child Protection~~Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

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

D. "Mandated Reporter" means any school personnel who knows or has reason to believe a child is being ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~ maltreated within the preceding three years.

E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within normal range or performance and behavior with due regard to the child's

culture.

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical ~~care~~, or other care required for the child's physical or mental health when reasonably able to do so~~;, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors ~~such~~ as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~his or her~~the child's own basic needs or safety or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;

5. prenatal exposure to a controlled substance as defined in state lawused by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, ~~or~~ medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;

6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. ~~4~~ 6, Clause (5);

7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child's basic needs and safety; or

8. emotional harm from a pattern of behavior ~~which~~ that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

care. ~~does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.~~

~~F~~G. "Nonmaltreatment mistake" ~~means~~occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

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

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

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

Actions ~~which~~ that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~which~~ that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~which~~ that were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or

that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

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

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

LJ. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~which~~ that constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which~~ that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

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

~~K. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.~~

~~L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having~~

either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the information neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.

B. If the immediate report has been made orally,An oral report shall be made immediately by telephone or otherwise.; tThe oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatmentthe report. The writtenAny report shall be of sufficient content to identify the child, any person believed to be responsible for the abuse or neglectmaltreatment of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

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

D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

G. ~~Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~ An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

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

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

V. INVESTIGATION

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

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

C. Except where the alleged ~~perpetrator~~ offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the

school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

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

E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks.

B. The school district will develop a method of discussing this policy with school personnel.

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. ~~4~~ 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
~~Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)~~
~~Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure Controlled Substances)~~
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Adopted: 04/16/01 *Orig. 1999*
Reviewed: 2009, 2022
Revised: 09/16/19

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding and direction, while maintaining a standard of professionalism, and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.

B. At all times, students will be treated by teachers and other school district employees with respect, courtesy and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.

C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.

D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.

E. Other actions that violate this policy include, but are not limited to, the following:

1. Dating students.

2. Having any interaction/activity of a sexual nature with a student.

3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.

4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.

F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.

H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with Policy 103 (Complaints–Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.

B. All employees shall cooperate with any investigation of alleged acts, conduct or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed, or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References:

Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 122A.20, Subd 2 (Mandatory Reporting to the Minnesota Professional Educator Licensing and Standards Board or Board of School Administrators)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
Minn. Stat. §§ 609.341-609.352 (Defining "intimate parts" and "position of authority" as well as detailing various sex offenses)
Minn. Stat. ~~§ 626.556~~Ch. 260E (Reporting of Maltreatment of Minors)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References:

MSBA/MASA Model Policy 103 (Complaints - Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

Adopted: 05/21/07 Orig. 1995
Reviewed: 2002, 2022
Revised:

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minn~~.~~esota Stat~~.~~utes ~~§ 626.556, Subd. 10~~Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. The interview may take place outside the presence of the perpetrator or parent, legal custodian, guardian, or school district official.

B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minn~~.~~esota Stat~~.~~atutes ~~§ 626.556, Subd. 10 (c)~~Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

C. When the local welfare agency, local law enforcement agency, or agency responsible for

assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local ~~-~~social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. ~~§ 626.556, Subd. 10(c) and (d) (Duties of Local Welfare Agency and Local Law Enforcement Agency Upon Receipt of a Report)~~Ch. 260E (Reporting of Maltreatment of Minors

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 03/08/04 *Orig. 2003*
Reviewed: 2019, 2022
Revised: 10/21/19

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

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

IV. REMOVAL OF STUDENTS WITH IEP's FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota~~.~~ Statutes~~.~~ ~~§~~ section 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota~~.~~ Statutes~~.~~ ~~§ 626.556~~Chapter 260E;

6. Physical holding (as defined in Minnesota. Stat.utes § section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota. Statutes § section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. § Ch. 13. (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300. 535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: 2/11/02 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 10/21/19

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

A. The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents and administration representation and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

C. Within the ongoing process of curriculum development, the following needs shall be addressed:

1. Provide for articulation of courses of study from kindergarten through grade twelve.

2. Identify minimum objectives for each course and at each elementary grade level.

3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.

4. Provide a program for ongoing monitoring of student progress.

5. Provide for specific, particular and special needs of all members of the student community.

6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.

7. Integrate required and elective course standards in the scope and sequence of the district curriculum.

8. Meet all applicable requirements of the Minnesota Department of Education and the federal law.

D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota~~.~~ Stat~~.~~utes ~~§~~ section 120B.12, Subd. 2.

E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minn~~.~~esota Stat~~.~~atutes ~~§~~ section 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.

F. It shall be the responsibility of the superintendent to keep the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes and to periodically present recommended modifications for school board review and approval.

G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently N~~n~~o Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0505-3501.0550 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts ~~3501.0800-3501.0815~~3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (~~Basic Standards~~ Testing~~,~~ Accommodations, Modifications, and Exemptions for IEP, Section 504 ~~Accommodation~~Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: 02/11/02 Orig. 1995
Reviewed: 2017, 2022
Revised: 04/15/19

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. Language arts and basic communication skills including reading and writing, literature, and fine arts;

2. Mathematics and science;

3. Social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I);

4. Health and physical education;

~~[*Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]*~~

5. The arts;

6. Career and technical education; and

7. World languages.

~~*[Note: World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates or Minnesota World Language High Achievement Certificates consistent with Minn. Stat. § 120B.022, Subd. 1.]*~~

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at

least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.

D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.

E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

G. The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum ~~for all students in that grade beginning in the 2014-2015 school year and later~~.

1. In the school district's discretion, training and instruction may result in CPR certification.

2. CPR and AED instruction must include CPR and AED training that have been developed:

   a. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

   b. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.

3. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.

4. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

~~*[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]*~~

H. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan

for a smooth and successful transition to postsecondary education or employment. All students' plans must:

1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;

2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;

3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;

5. help students access education and career options;

6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;

7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;

8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to

involuntarily select or pursue a career, career interest, employment goals, or related job training.

Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

~~*[Note: Minn. Stat. § 120B.125 requires school districts to provide the services set forth in Section II. H. beginning in the 2013-2014 school year.]*~~

I. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.

1. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Ce~~i~~tizenship and I~~i~~mmigration S~~s~~ervices officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.

2. ~~A school or district~~The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.

3. ~~A school or district~~The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.

4. ~~Schools and districts~~The school district may administer civics test questions as part of the social studies curriculum.

5. ~~A~~ The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.

6. The school district cannot charge a fee related to this requirement.

~~*[Note: This requirement is effective for students enrolling in grade 9 in the 2017-2018 school year and later.]*~~

Legal References:
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment~~; Involuntary Career Tracking Prohibited~~Personal Learning Plans)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References:
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

Adopted: 2/11/02 *Orig. 1995*
Reviewed: 1999, 2022
Revised: 05/16/11

605 ALTERNATIVE ~~PROGRAMS~~EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational ~~programs~~ services for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative ~~program options~~educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school ~~board~~ district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

A. ~~A.~~ Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.

B. It shall be the responsibility of the superintendent to identify alternative ~~program~~ educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative ~~programs~~educational services. The superintendent shall, through cooperative efforts with other schools, agencies and organizations, periodically recommend additional or modified alternative educational ~~programs~~ services to the school board.

C~~B~~. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References:
Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41 (Definitions – Alternative Educational Services)
Minn. Stat. § 121A.45, subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
~~Minn. Stat. § 124D.32 (Learn and Earn Graduation Achievement Program)~~
~~Minn. Stat. § 124D.331 (Educational Program for Pregnant Minors and Minor Parents~~)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)

Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: MSBA Model Policy 603 (Curriculum Development)
MSBA Model Policy 604 (Instructional Curriculum)

Adopted: 01/03/00 *Orig. 1995*
Reviewed: 2005, 2022
Revised: 06/19/06

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials ~~which~~that:

1. support the goals and objectives of the education programs;

2. consider the needs, age, and maturity of students;

3. foster respect and appreciation for cultural diversity and varied opinion;

4. fit within the constraints of the school district budget;

5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;

6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References:

Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – ~~Curriculum~~Knowledge Skills)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (~~Limited English Proficiency~~Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260~~, 108 S.Ct. 562, 98 L.Ed.2d 592~~

(1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

Adopted: 02/11/02 *Orig. 1995*
Reviewed: 2005, 2022
Revised: 02/19/14

607 ORGANIZATION OF GRADE LEVELS

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school district to address the groupings of grade levels as recognized in Minnesota Statutes § section 120A.05, as follows:

Elementary:	***Grades prekindergarten through 5 (Starting in 2014-15 school year, grades prekindergarten through 4)***
Middle:	***Grades 6-8 (Starting in 2014-15 school year, grades 5-8)***
Secondary:	***Grades 9 through 12***
Vocational	***Grades 7 through 12***

B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

C. The school district may request documentation that verifies a student falls within the school's minimum and maximum age requirements for admission to publicly funded prekindergarten, preschool, kindergarten, or grades 1 through 12. Documentation may include a passport, a hospital birth record or physician's certificate, a baptismal or religious certificate, an adoption record, health records, immunization records, immigration records, previously verified school records, early childhood screening records, Minnesota Immunization Information Connection records, or an affidavit from a parent.

III. DEFINITIONS

A. "Kindergarten" means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.

B. "Prekindergarten" means a program designed for students younger than five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

Legal References: Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Definitions--Public Schools)
Minn. Stat. § 120A.20, Subd. 4 (Verification of Age for Admission to Public School)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Cross References: None

Adopted: 02/11/02 *Orig. 1995*
Reviewed: 2009, 2022
Revised: 05/16/11

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for disabled children who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.

B. The school district shall ensure that all qualified ~~disabled~~ children with a disability are provided special education and related services ~~which~~ that are appropriate to their educational needs.

C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References:
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Definition of Child with a Disability)
Minn. Stat. §§ 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: 2/11/02 *Orig. 1995*
Reviewed: 2000, 2022
Revised: 02/19/14

609 RELIGION

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.

B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.

C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.

D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.

E. The historical and contemporary values and the origin of various religions, holidays, customs and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:

1. The proposed activity must have a secular purpose.

2. The primary objective of the activity must be one that neither advances nor inhibits religion.

3. The activity must not foster excessive governmental relationships with religion.

4. Notwithstanding the foregoing guidelines, reasonable efforts ~~will~~ must be made to accommodate any student who wishes to be excused from ~~attendance at school for the purpose of religious instruction or~~a curricular activity for a

religious observance, ~~observance of religious holidays.~~ The school district must provide annual notice to parents of this policy.

B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References:
U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence ~~From~~ from School for Religious Observance)
Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290, 120 S.Ct. 2266 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251, 120 S.Ct. 2706 (2000)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Lemon v. Kurtzman, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. No. 63 (1940)
Minn. Op. Atty. Gen. No. 120 (1924)
Minn. Op. Atty. Gen. No. 121 (1924)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

Adopted: 02/11/02 *Orig. 1996*
Reviewed: 2019, 2022
Revised: 10/21/19

611 HOME SCHOOLING

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Compulsory Attendance Law (~~Minn. Stat. §~~ Minnesota Statutes section 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship. ~~(Minn. Stat. § 120A.22, Subd. 1)~~

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minn. Stat. § 120A.22.

IV. IMMUNIZATION

The parent or guardian of a home-schooled child shall submit statements as required by ~~Minn. Stat. §~~Minnesota Statutes section 121A.15, Subds. 1, 2, 3, 4, and 4 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year. ~~(Minn. Stat. § 121A.15, Subd. 8)~~

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request, as required by law, the school district will provide textbooks (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided ~~in Minn. Stat. § 123B.42 and Minn. Rules Ch. 3540~~under state law. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to ~~Minn. Stat. §§ 123B.40-123B.48~~state law for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided ~~by Minn. Stat. § 123B.44 and Minn. Rules Ch. 3540~~under state law. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to ~~Minn. Stat. §§ 123B.40-123B.48 for any of these purposes~~state law.

VII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (where five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students. ~~(Minn. Stat. §§ 123B.36, Subd. 1, and 123B.49, Subd. 4)~~

VIII. SHARED TIME PROGRAMS

Enrollment in class offerings of the school district.

A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.

B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

1. Minnesota State High School League sponsored activities (where six or more students receive instruction in the home school or the home school students are not residents of the school district).

   A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League ~~Bylaw 403.00~~bylaws. The approval of such an arrangement shall be at the discretion of the school board.

   a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.

   b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.

c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.

2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. ~~However~~However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

B. Transportation Services

1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.

2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References:
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 123B.49 (~~Cocurricular and~~ Extracurricular Activities; Insurance)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 123B.36 (~~School Boards May Require~~Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.42 (Textbooks~~;~~ Individual Instruction or Cooperative Learning Material~~;~~ Standard Tests)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.86 (Equal Treatment - Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Rules Ch. 3540 (~~Textbooks, Individualized Instruction Materials, Standardized Tests~~Nonpublic Schools)

Cross References:
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 510 (School Activities)

Adopted: 03/20/00 *Orig. 1997*
Reviewed: 2019, 2022
Revised: 04/20/20

613R GRADUATION REQUIREMENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students entering grade 8 in the 2012-2013 school year and later, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages

B. "Credit" is equivalent to a student's successful completion of one semester of study or a student's mastery of the applicable subject matter, as determined by the school district.

C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

Director of Teaching and Learning shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation—and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

B. Consistent with this paragraph and ~~120B.125~~Minnesota Statutes section 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.

F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

A. Students beginning 8th grade in the 2014-15 school year, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

1. *Eleven* credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Eight* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Eight* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Ten* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *twenty* elective course credits.

10. Credit equivalencies

a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. B.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI. B.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit

in chemistry or physics required under VI. B.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI. B.4., above.

c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI. B.2 or VI. B.6, above.

d. A computer science credit may fulfill a mathematics credit requirement under VI. B.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI. B.2. or VI. B.4., above, if the credit meets the state academic standards in science or mathematics.

B. Students beginning 8th grade in the 2015-16 school year, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

1. *Ten*-credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Eight* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Eight* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Nine* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

    a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. C.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

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

    c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.C.2 or VI.C.6, above.

    d. A computer science credit may fulfill a mathematics credit requirement under VI.C.2., above, if the credit meets state academic standards in mathematics.

    e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.C.2. or VI.C.4., above, if the credit meets the state academic standards in science or mathematics.

C. Students beginning 8th grade in the 2016-17 school year, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

    1. *Nine*–credits of language arts sufficient to satisfy all academic standards in English language arts;

    2. *Seven* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

    3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Seven* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Eight* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

    a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. D.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

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

    c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.D.2 or VI.D.6, above.

    d. A computer science credit may fulfill a mathematics credit requirement under VI.D.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.D.2. or VI.D.4., above, if the credit meets the state academic standards in science or mathematics.

D. Students beginning 8th grade in the 2017-18 school year and beyond, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 semester)*:

1. *Eight*–credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Six* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Six* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Seven* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health and *one* credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. E.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI.E.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An

agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under VI.E.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI.E.4., above.

c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.E.2 or VI.E.6, above.

d. A computer science credit may fulfill a mathematics credit requirement under VI.E.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.E.2. or VI.E.4., above, if the credit meets the state academic standards in science or mathematics.

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must satisfactorily complete the following required and elective standards, in accordance with the standards adopted by the school district:

1. School District Standards, Health (K-12);

B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12 ~~;~~

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

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

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations ~~for Minnesota's Students~~and Graduation Requirements for Minnesota's Students)
~~Minn. Stat. § 120B.018 (Definitions)~~
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (~~Graduation Requirements; Course~~ Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; ~~Involuntary Career Tracking Prohibited~~Personal Learning Plans)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0505-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part~~s~~ 3501.08~~00-3501.081520~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

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

Adopted: 2/11/02 *Orig. 1997*
Reviewed: 2017, 2022
Revised: 12/17/18

614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

The purpose of this policy is to set forth the school district's testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.

III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION

~~*[Note: This listing of school personnel may not be consistent with the personnel in the school district and, consequently, should be amended to reflect the personnel with responsibility for testing in the particular school district.]*~~

A. Superintendent

1. Responsibilities before testing.

a. Designate a district assessment coordinator and district technology coordinator.

b. The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.

c. Annually review and recertify staff who have access to MDE secure systems.

d. Read and complete the *Assurance of Test Security and Non-Disclosure*. ~~*[Note:* This form is included in the 614 Form file of the Policy Reference Manual.*]*~~

e. Establish a culture of academic integrity.

f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.

g. Ensure student information is current and accurate.

h. Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.

i. Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).

j. Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.

k. Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).

l. Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.

2. Responsibilities after testing.

a. Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.

b. Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.

c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.

d. Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.

e. Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.

f. Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing.

a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.

b. Read and complete the *Assurance of Test Security and Non-Disclosure*.

c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.

(1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.

d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.

e. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.

f. Establish district testing schedule within the testing windows specified by the MDE and service providers.

g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.

h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.

(1) Provide training on proper test administration and test security. (Pearson's Training Management System)

(2) Verify staff complete any and all test-specific training.

i. Maintain security of test content, test materials, and record of all staff involved.

(1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.

(2) Organize secure test materials for online administrations and keep them secure.

(3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.

j. Confirm that all students have appropriate test materials.

2. Responsibilities on testing day(s).

a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.

b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.

c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.

d. Address invalidations and test or accountability codes.

3. Responsibilities after testing.

a. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.

b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.

c. Return secure test materials as outlined in applicable manuals and resources.

d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.

e. Review student assessment data and resolve any issues.

f. Distribute Individual Student Reports no later than fall parent/teacher conferences.

g. Enter Graduation Requirements Records in the GRR system.

C. School Principal

1. Responsibilities before testing.

a. Designate a school assessment coordinator and technology coordinator for the building.

b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.

c. Read and complete the *Assurance of Test Security and Non-Disclosure*.

d. Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.

e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.

f. Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.

g. Verify that all test monitors and test administrators receive proper training for test administration.

h. Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.

i. Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.

2. Responsibilities on testing day(s).

a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.

b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.

3. Responsibilities after testing.

a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.

b. Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing.

a. Implement test administration and test security policies and procedures.

b. Read and complete the *Assurance of Test Security and Non-Disclosure*.

c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.

d. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.

e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.

f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.

g. Maintain security of test content and test materials.

(1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.

(2) Organize secure test materials for online administrations and keep them secure.

(3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.

(4) Identify need for additional test materials to district assessment coordinator.

(5) Provide MTAS student data collection forms if necessary.

(6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.

(7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).

a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.

b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.

c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.

d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.

e. Report testing irregularities to district assessment coordinator using the *Test Administration Report*.
~~*[Note: This form is included in the 614 Form file of the Policy Reference Manual.]*~~

f. Report security breaches to the district assessment coordinator as soon as possible.

3. Responsibilities after testing.

a. Ensure that all paper test materials are kept locked and secure and security checklists completed.

b. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.

c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.

d. Return secure test materials as outlined in applicable manuals and resources.

e. Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.

f. Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

1. Ensure that district is prepared for online test administration and provide technical support to district staff.

2. Acquire all necessary user identifications and passwords.

3. Read and complete the *Assurance of Test Security and Non-Disclosure*.

4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.

5. Attend district training and any service provider technology training.

6. Review, use, and be familiar with all service provider technical documentation.

7. Prepare computers and devices for online testing.

8. Confirm site readiness.

9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.

a. Read and complete the *Assurance of Test Security and Non-Disclosure*.

b. Attend trainings related to test administration and security.

c. Complete required training course(s) for tests administering.

d. Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.

e. Be knowledgeable regarding student accommodations.

f. Remove or cover any instructional posters or visual materials in the testing room.

2. Responsibilities on testing day(s).

a. Before test.

(1) Receive and maintain security of test materials.

(2) Verify that all test materials are received.

(3) Ensure proper number of computers/devices or paper accommodated test materials are present.

(4) Verify student testing tickets and appropriate allowable materials.

(5) Assign numbered test books to individual students.

(6) Complete information as directed.

(7) Record extra test materials.

b. During test.

(1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.

(2) Follow all directions and scripts exactly.

(3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.

(4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.

~~*[Note: School districts may allow test monitors to use their cell phones only to alert other staff of issues. If allowed, the school district should train the test monitors on proper and improper use.]*~~

(5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.

(6) Do not review, discuss, capture, email, post, or share test content in any format.

(7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.

(8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

(9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).

(10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.

(11) Report any possible security breaches as soon as.

c. After test.

(1) Follow directions and scripts exactly.

(2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.

(3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.

a. Read and complete the *Assurance of Test Security and Non-Disclosure*.

b. Attend trainings related to test administration and security.

c. Complete required training course(s) for tests administering.

d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.

e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.

2. Responsibility on testing day(s).

a. Before the test.

(1) Maintain security of materials.

(2) Confirm appropriate MTAS materials are available and prepared for student.

b. During the test.

(1) Administer each task to each student and record the score.

(2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.

(3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

(4) Document and report and unusual circumstances to district or school assessment coordinator.

c. After the test.

(1) Keep materials secure.

(2) Return all materials.

(3) Return objects and manipulatives to classroom.

(4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

1. Responsibilities before testing.

a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.

b. Ensure English language and special education designations are current and correct for students testing based on those designations.

c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.

2. Responsibilities after testing.

a. Ensure accurate enrollment of students in schools during the accountability windows.

b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.

c. Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. TEST SECURITY

A. Test Security Procedures will be adopted by school district administration.
~~*[Note: A sample procedure that has been approved by MDE is included in the 614 Form file of the Policy Reference Manual.]*~~

B. Students will be informed of the following:

1. The importance of test security;

2. Expectation that students will keep test content secure;

3. Expectation that students will act with honesty and integrity during test administration;

4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

   If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior

C. Staff will be informed of the following:

1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

2. Other contact information and options for reporting security concerns.

V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:

1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.

2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
   ~~*[Note: This form is included in the 614 Form file of the Policy Reference Manual.]*~~

5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.

6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.

8. Test Security Notification must be maintained for two years after the end of the academic school year in which testing took place.

9. Test Administration Report must be maintained for one year after the end of the academic school year in which testing took place.

10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

Legal References:

Minn. Stat. § 13.34 (Examination Data)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.36, Subd. 2 (~~Adequate Yearly Progress~~School Accountability)
~~Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards – Mathematics and Reading) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
~~Minn. Rules Parts 3501.0200-3501.0290 (Graduation Standards – Written Composition) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.08~~200-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 615 (Testing~~,~~ Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: 05/15/06 *Orig. 1997*
Reviewed: 2019, 2022
Revised: 04/20/20

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 (Section 504) accommodation, or limited English proficiency (LEP) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

(1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

(2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

(3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.

d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a. Student's disability category;

b. Participation in a separate, specialized curriculum;

c. Current level of English language proficiency;

d. The expectation that the student will receive a low score on the ACCESS for ELs;

e. Language, social, cultural, or economic differences;

f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through ~~minnesota~~minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR ~~BASIC SKILLS AND GRAD~~ TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and ~~2017~~2020 ~~18~~ 21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf ~~(http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/GuidelinesforAccommandLS_2018.pdf).~~

V. RECORDS

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

Legal References:

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08~~(a)(1)~~ (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.08~~02~~0 ~~3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
~~https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf~~
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References:

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

Adopted: 08/14/06 *Orig. 1997*
Reviewed: 2019, 2022
Revised: 10/21/19, 9/20/21

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

~~*[Note: Minn. Stat. § 120B.11 requires school districts to a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]*~~

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which~~ that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and the federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law ~~will~~ requires ~~a new level of~~ accountability for the school district. The school district ~~will~~ established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also ~~will~~ established a system to review and improve instruction, curriculum and assessment which will include substantial input by students, parents or guardians and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

C. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals ~~which~~ that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and the federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the *District Curriculum Advisory Committee (the "Advisory Committee")*.

2. The Advisory Committee ~~will be~~is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the district curriculum Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn~~.~~esota Stat~~.~~utes ~~§~~ section 123B.147~~, Subd. 3~~, and teacher evaluations under Minnesota~~.~~ Stat~~.~~utes ~~§~~ section 122A.40~~, Subd. 8,~~ or 122A.41~~, Subd. 5~~.

C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory C~~c~~ommittee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (~~the~~ Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to

measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with the MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. In the *fall* of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.,*] will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic ~~Graduation~~ Standards;

   b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

   c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

   d. Advising the school board about development of the annual budget.

3. The Advisory Committee shall meet the following criteria:

   a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Ggraduation ~~s~~Standards.

   b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be

used for developing a plan for assessment of student progress toward the Ggraduation Sstandards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. The Advisory Committee shall, when possible, be comprised of at-least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:

   a. The Director of Curriculum (or similar educational leader)

   b. Principal

   c. School Board Member

   d. Student Representative

   e. One teacher from each building or instructional level

   f. Two parents from each building or instructional level

   g. Two residents without school-aged children, non-representative of local business or industry

   h. Two residents representative of local business or industry

   i. District Assessment Coordinator (if different from "a." above)

5. Translation services should be provided to the extent appropriate and practicable.

6. The Advisory Committee shall meet the following timeline each year to:

   Fall Hold an organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board;

   Agree on the process to be used and become familiar with the instruction and curriculum of the cycle content area.

   Winter: Review evaluation results and prepare recommendations.

   Present recommendations to the school board for its input and approval.

E. Evaluation of Student Progress Committee.
A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the graduation standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, review process cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting.

1. Consistent with Minn.esota Stat.utes § section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
~~Minn. Stat. § 120B.018 (Definitions)~~
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement ~~Levels~~and Growth)
Minn. Stat. § 120B.36 (School Accountability~~; Appeals Process~~)
Minn. Stat. § 122A.40~~, Subd. 8~~ (Employment; Contracts; Termination) Minn. Stat.§ 122A.41~~, Subd. 5~~ (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making ~~Agreement;~~ Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.08~~02~~20 ~~-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standard for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: 06/18/07 *Orig. 1999*
Reviewed: 2002, 2022
Revised: 06/19/17

623 MANDATORY SUMMER SCHOOL INSTRUCTION

I. PURPOSE

The purpose of this policy is to establish program parameters and student attendance guidelines and requirements for the school district relating to the provision of mandatory summer school educational services.

II. GENERAL STATEMENT OF POLICY

Summer school educational services and instruction shall be directed toward the fulfillment of the goals and objectives of the educational program and graduation standards of the school district.

III. PROCEDURES

A. The school district shall offer summer school instruction providing opportunities for:

1. Special education instruction and services related to mandatory summer school instruction consistent with applicable state and federal authority for all qualified disabled children where appropriate to their educational needs;

B. All services of the summer school program will be free to residents of the school district whose need for a summer program has been identified by teachers or the school principal and who are required to attend pursuant to established school district criteria and the provisions of this policy.

C. The summer school curriculum will be established in line with the needs of students and in accordance with rules of the Minnesota Department of Education. Remedial, make-up, and review courses shall provide opportunities for students to qualify for promotion and/or credit in areas and subjects where previous work has not met promotion/credit standards. It shall further be designed to assist students who have not passed one or more basic requirements tests and who are in need of remediation services relating to the school district's graduation standards or who have been identified as at risk of not learning to read before the end of second grade.

D~~C~~. Summer school provides the opportunity for students to improve basic skills, further their academic progress, and/or accelerate in designated academic areas. It is the intent of the school district to ensure that courses taught during the summer session are of the same level of instructional breadth and difficulty as provided during the regular school year.

IV. MANDATORY SUMMER SCHOOL INSTRUCTION

The school board will direct the administration to identify and develop specific criteria and standards for determining which students must receive summer school instruction. These will be provided to the school board for review and approval on no less than an annual basis. Following school board approval, the criteria and standards for mandatory summer school instruction will be included in this policy as Attachment A and incorporated herein by reference.

V. TRANSPORTATION SERVICES

A. The school district shall make available transportation services for all students required to receive instruction in the school district's summer school program in accordance with Minn~~.~~esota Stat~~.~~utes ~~§~~ section 120A.22, Subd. 5(b). The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

B. The school board shall retain sole discretion, control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

VI. SCHOOL BOARD REVIEW

The superintendent or designated representative shall report at least annually to the school board regarding the status and utilization of programs under this policy. All summer school programs will be subject to annual review and approval by the school board.

Legal References:
Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)
Minn. Rules ~~Part~~ Chapter 3501 (Graduation Standards)

Cross References:
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 707 (Transportation of Public School Students)

Adopted: 3/20/00 *Orig. 1995*
Reviewed: 2008, 2022
Revised: 2/9/09

204 SCHOOL BOARD MEETING MINUTES

~~*[Note: The provisions of this policy are required by statute.]*~~

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law must~~shall~~ be recorded in a journal or minutes kept for that purpose. Public records maintained by the school district ~~shall~~ must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school's district expense ~~of the school district~~. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. Recordings of closed meetings shall be preserved by the school district for the following time periods:

   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

a. The date of the closed meeting;

b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

c. The classification of the data.

6. Recordings of closed meetings related to labor negotiations strategy and the

purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: 2000 *Orig. 1995*
Reviewed: 2017, 2022
Revised: 2-19-20

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The school board embraces ~~the philosophy of openness~~ accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more ~~efficiency~~ efficient ~~in~~ administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting ~~the~~ an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum ~~or more~~ of school board members ~~of the school board,~~ or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at ~~its primary offices~~the school district office. If the school board decides to hold a

regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This noticed shall be posted and mailed or delivered at least three days before the date of the meeting.

c. ~~This notice shall be posted and mailed or delivered at least three days before the date of the meeting.~~ As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of all meetings and require refiling once each calendar year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school's board judgment ~~of the school board~~, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written

request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. ~~Health~~ Meetings during Pandemic or ~~Declared~~ Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or ~~other electronic~~ interactive technology ~~means~~ in compliance with Minn. Stat. § 13D.021.

8. Meetings ~~Conducted~~ by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose., ~~and t~~The journal or any minutes used to record votes of a meeting ~~shall be available~~ must be open to the public during all normal business hours at the school district's administrative offices ~~of the school district~~.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed ~~merely because the~~ to discuss data ~~to be~~ that ~~discussed~~ are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting must retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA).

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape

recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation ~~sessions~~ meetings, and hearings between the school board and its employees or their respective representatives are public meetings. ~~These~~ Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods are prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example ~~i.e.~~, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting

must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

   a. A hearing on ~~the~~ dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

   b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.

   c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

   a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within (fourteen) (14) days of that decision.

   b. If the coach requests the reasons for the nonrenewal, the school board must give the coach ~~the~~ its reasons in writing within ten (10) days of receiving the request. The existemce of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

   c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

   d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.

   e. A ~~closed~~ meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

   a. Any portion of a meeting must be closed if the following types of data are discussed:

~~a~~(1). data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2)~~b~~. active investigative data collected or created by a law enforcement agency;

~~c~~(3). educational data, health data, medical data, welfare data, or mental health data that are not public data; or

~~d~~(4). an individual's personal medical records.

be. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be electronically recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing~~Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)

Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "C" (Minnesota's Open Meeting Law)

Adopted: 09/18/00 *Orig. 1995*
Reviewed: 2015, 2022
Revised: 07/18/16

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district ~~with the force and effect of law~~. School ~~board~~ district policy provides the school board's general direction for the school district ~~as to what the school board wishes to accomplish~~ while delegating ~~implementation of~~ policy implementation to the administration.

B. The school ~~board's written~~district's policies provide guidelines and goals to the school community. The policies ~~shall be~~are the basis for ~~the formulation of~~ guidelines and directives created by the administration. The school board shall determine the effectiveness of ~~the~~ policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings. ~~prior to final school board action.~~

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a ~~subsequent~~ meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the

date stated in the motion.

C. In ~~the case of~~ an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

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

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop~~ing~~ administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district this ~~policy~~ policies~~manual, and a copy.~~ A copy of the school district policies shall be placed in the office of each school attendance center and ~~. Manuals shall be available~~ in the central school district office and shall be ~~made~~ available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy ~~manuals~~ current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

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

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 1999, 2022
Revised: _____

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school ~~board~~ district policy.

II. GENERAL STATEMENT OF POLICY

A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop ~~guidelines~~ procedures, guidelines, and directives to effectuate the implementation of school board policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines and directives shall be presented to the school board for review.

B. Employee and student handbooks shall be subject to annual review and approval by the school board.

C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

Legal References: Minn. Stat. §123B.143 (Superintendent)

Cross References: MSBA Model Policy 208 (Development, Adoption and Implementation of Policies)

Adopted: 04/16/01 *Orig. 1995*
Reviewed: 2012, 2022
Revised: 09/16/13

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. ~~In order t~~To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies ~~which~~ that also apply to employees:

~~Model Policy 102 Equal Educational Opportunity~~
~~Model Policy 103 Complaints – Students, Employees, Parents, Other Persons~~
~~Model Policy 206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations~~
~~Model Policy 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student~~
~~Model Policy 305 Policy Implementation~~
Model Policy 505 Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507 Corporal Punishment
Model Policy 510 Student Activities
Model Policy 511 Student Fundraising
Model Policy 517 Student Recruiting
Model Policy 518 DNR-DNI Orders
Model Policy 519 Interviews of Students by Outside Agencies
Model Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524 Internet Acceptable Use and Safety Policy
Model Policy 525 Violence Prevention
~~Model Policy 610 Field Trips~~
~~Model Policy 710 Extracurricular Transportation~~
~~Model Policy 711 Video Recording on School Buses~~
~~Model Policy 712 Video Surveillance Other Than on Buses~~
~~Model Policy 802 Disposition of Obsolete Equipment and Material~~

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

Adopted: 6/15/15 *Orig. 2015*
Reviewed: 2022
Revised: 7/23/18

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

~~*[Note: School districts are required by Minn. Rule 3525.2340, Subp. 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]*~~

~~*[Note: Minn. Stat. § 179A.07, Subd. 1, of the Public Employment Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, the organizational structure, selection of personnel, and direction and number of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]*~~

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

"Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

"Direct services" means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

C. Indirect Services

"Indirect services" means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children with disabilities~~the pupil to monitor and observe.

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

Adopted: 06/18/01 *Orig. 1995*
Reviewed: 2017, 2022
Revised: 09/17/18

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.

2. Clothing bearing a message that is lewd, vulgar, or obscene.

3. Apparel promoting products or activities that are illegal for use by minors.

4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.

5. Any apparel or footwear that would damage school property.

D. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g. ~~i.e.~~, student undergoing chemotherapy, medical situations, student religious practice or belief).

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References:
U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997) *B.H. ex rel. Hawk v. Easton Area School Dist*., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Adopted: 12/19/05 Orig. 1995
Reviewed: 2013, 2022
Revised: 03/17/14

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. ~~Disabled S~~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 district to identify and evaluate learners who, within the intent of Section 504, 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 of such person's major life activities, or

2. has a record of such an impairment; or

3. is regarded as having such an impairment.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact the *Building Principal (Rockford High School, 7600 County Road 50, Rockford MN 55373 763-477-5846 or Rockford Middle School-Center for Environmental Studies, 6051 Ash Street, Rockford MN 55373 763-477-5831 or Rockford Elementary Arts Magnet School, 7650 County Road 50, Rockford MN 55373 763-477-5837)* ~~(title, name, office address, and telephone number)~~. This person is the school district's Americans with Disabilities Act/Section 504 Coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to ADA/Section 504 coordinator.

Legal References: ~~Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)~~
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)

29 U.S.C. § 794 *et seq.* (§ 504 of Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 05/21/07 *Orig. 1995*
Reviewed: 2012, 2022
Revised: 10/21/19

523 POLICIES INCORPORATED BY REFERENCE

I. PURPOSE

Certain policies as contained in this policy reference manual are applicable to students as well as to employees. ~~In order t~~To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies ~~which~~ that also apply to students:

~~Model Policy 102 Equal Educational Opportunity~~
~~Model Policy 103 Complaints – Students, Employees, Parents, And Other Persons~~
~~Model Policy 206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations~~
~~Model Policy 211 Criminal or Civil Action against School District, School Board Member, Employee, or Student~~
~~Model Policy 305 Policy Implementation~~
Model Policy 413 Harassment and Violence
Model Policy 417 Chemical Use and Abuse
Model Policy 418 Drug-Free Workplace/Drug-Free School
Model Policy 419 Tobacco-Free Environment, Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices
Model Policy 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions
~~Model Policy 511 Student Fundraising~~
~~Model Policy 524 Internet Acceptable Use and Safety Policy~~
~~Model Policy 525 Violence Prevention~~
~~Model Policy 610 Field Trips~~
~~Model Policy 613 Graduation Requirements~~
~~Model Policy 614 School District Testing Plan and Procedure~~
~~Model Policy 615 Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students~~
~~Model Policy 616 School District System Accountability~~
~~Model Policy 707 Transportation of Public School Students~~
~~Model Policy 708 Transportation of Nonpublic School Students~~
~~Model Policy 709 Student Transportation Safety Policy~~
~~Model Policy 710 Extracurricular Transportation~~
~~Model Policy 711 Video Recording on School Buses~~
~~Model Policy 712 Video Surveillance Other Than on Buses~~
~~Model Policy 801 Equal Access to School Facilities~~

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

Orig. 1995

Adopted: 11/4/99
Reviewed: 2004, ~~2021~~2022
Revised: 07/18/16

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.

B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.

C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

A. The school district is a separate legal entity.

B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.

C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

A. Funds

1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage and expend such funds, subject to applicable law.

2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.

3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.

2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.

3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.

2. The school district shall manage its property in a manner consistent with the educational functions of the district.

3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.

4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.

2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.

3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.

4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.

2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References:
Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References:
MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
~~MSBA Service Manual, Chapter 3, Employee Negotiations~~
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "F" (Contract and Bidding Procedures)

Adopted: 11/04/99 *Orig. 1995*
Reviewed: 2005, 2021, 2022
Revised: 07/10/06

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.

B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for ~~the~~ investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.

C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School

District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: 3/20/00 *Orig. 1997*
Reviewed: 2012, 2022
Revised: 08/19/13

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.

B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.

[Note: The Commissioner of Administration has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.]

C. The tentative agenda and supporting documents shall be sent and/or delivered to the school board members two (2) days prior to the scheduled school board meeting.

D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.

E. At least one copy of any printed material, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials

classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References:
Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. 13-015 (December 23, 2013)

Cross References:
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

Adopted: 3/20/00 *Orig. 1995*
Reviewed: 2009, 2022
Revised: 08/22/2011

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

~~In order f~~For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy. ~~are established by the school board.~~

III. PROCEDURES

A. Public Hearings

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion ~~of the school board~~.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to ~~the~~ commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion ~~of the school board~~.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and

address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. ~~In the event that~~ If the school board requires ~~the~~ designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determine~~ds by the school board~~.

4. Privilege to Speak: A school board member should direct ~~any~~ remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary ~~in order~~ to provide an orderly, efficient and fair opportunity ~~for those present~~ to be heard.

Legal References: Minn. Stat. § 123A.30 (A~~a~~greements for S~~s~~econdary E~~e~~ducation)
Minn. Stat. § 123A.15 (Establishing ~~e~~Education ~~d~~Districts ~~establishment~~)
Minn. Stat. § 123B.51 (~~s~~School ~~c~~Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Adopted: 9/18/00 *Orig. 1995*
Reviewed: 2008, 2022
Revised: 2/09/09

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest 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 school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the school board~~. Disclosure shall ~~must~~ be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must~~ needonly be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board ~~must~~ shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

   c. Before a claim is paid, the interested school board member ~~must~~ shall file with the clerk of the school board an affidavit stating:

      (1) The name of the school board member and the office held;

      (2) An itemization of the goods or services furnished;

      (3) The contract price;

      (4) The reasonable value;

      (5) The interest of the school board member in the contract; and

      (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only ~~where~~ when the school district has a population of 1,000 or less according to the last federal census*.)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where~~ at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where~~ only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed $8,000 in that fiscal year. If the school board

member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where~~ at which all school board members are present, that employment ~~must be~~is immediately terminated and that school board member ~~will have~~has no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where~~ when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order for~~For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where~~ in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board ~~can~~ must hire or dismiss teachers only at duly called meetings. ~~Where~~ When 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.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. 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.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 1999, 2022
Revised: _____

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.

B. The school board expects all activities related to ~~the~~ school district operations ~~of the school district~~ to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.

C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.

D. Although the school board holds the superintendent ultimately responsible for administration of the school district, the school board also recognizes the direct responsibility of principals for educational results and effective leadership at the school building level.

E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. §123B.143 (Superintendent)
Minn. Stat. §123B.147 (Principals)

Cross References: None ~~MSBA Service Manual, Chapter 5, School Board-Staff Relationships~~

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 2011, 2022
Revised: 05/21/12

302 SUPERINTENDENT

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.

B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.

C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.

D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. §123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 301 (School District Administration)
MSBA/MASA Model Policy 303 (Superintendent Selection)
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)
MSBA/MASA Model Policy 305 (Policy Implementation)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 510 (School Activities)
MSBA/MASA Model Policy 511 (Student Fundraising)

MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
MSBA/MASA Model Policy 905 (Advertising)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA/MASA Model Policy 907 (Rewards)
~~MSBA Service Manual, Chapter 3, Superintendent of Schools~~

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 2016
Revised: 07/24/17

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.

B. The school board will consider professional preparation, experience, skill and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.

B. The school board may contract for assistance in the search for a superintendent.

C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None ~~MSBA Service Manual, Chapter 3, Superintendent of Schools~~

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 1999, 2022
Revised: _____

304 SUPERINTENDENT CONTRACT, DUTIES AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.

B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.

C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as model instruments.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None~~MSBA Service Manual, Chapter 5, School Board-Staff Relationships (See Model Contract and Appraisal)~~

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 2017, 2022
Revised: 07/23/18

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

E. Any person having any questions regarding this policy should discuss it with *Business Manager/Personnel Manager.*

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

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 2015, 2022
Revised: 09/16/19

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this 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 district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the *Counselor* in each building. These individuals are the school district's appointed ADA/Section 504 coordinators.

Legal References:
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* ~~(§~~ (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C., ~~Ch. 126~~ § ~~12112~~ 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32
~~34 C.F.R. Part 35~~
34 C.F.R. Part 104

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

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 1999, 2022
Revised: _____

403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve ~~the~~ effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules.

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;

2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and

3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance.

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.

C. Misconduct.

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;

2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;

3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;

4. personal and/or immoral misconduct;

5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;

6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;

7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;

8. failure to follow the canons of professional and personal ethics;

9. falsification of credentials and experience;

10. unauthorized destruction of school district property;

11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;

12. neglect of duty;

13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;

2. written warning or reprimand;

3. probation;

4. disciplinary suspension, demotion or leave of absence with pay;

5. disciplinary suspension, demotion or leave of absence without pay; and

6. dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in paragraph A above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

A. ~~In an instance where~~When any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct, which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.

2. Provide directives to the employee to correct the conduct or performance.

3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.

4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when~~re~~ applicable.

Legal References:
Minn. Stat. § 122A.40 (Teachers – Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher T~~t~~enure Act; Cities of the First Class)
Minn. Stat. § 122A.58 (Coaches)
Minn. Stat. § 122A.44 (Contracting with teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; C~~c~~ontracts for S0~~s~~ervices)
Minn. Stat. § 123B.143 (Superintende~~a~~nt)
Minn. Stat. § 123B.147 (Principals)

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Minn. Stat. § 197.46 et seq. (Veterans Preference Act)

Cross References: None ~~MSBA Service Manual, Chapter 5, School Board—Staff Relationships~~

Adopted: 1/08/01 *Orig. 1995*
Reviewed: 2007, 2022
Revised: 5/19/08

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. esota Stat. atutes Ch. apter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides

that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "I" (School Records-Privacy-Access to Data)

Adopted: 04/16/01 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 09/16/19

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or 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 district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. *The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.*

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

A. "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

device includes 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.~~any component part of a product, whether or not marketed or sold separately~~. 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 of 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. ~~does not include any product that has been approved or certified 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 marketed and sold for such an approved purpose.~~

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

C. "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. 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.

D~~C~~. "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 of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E~~D~~. "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.

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

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other

medical purposes, and is being marketed and sold solely for such an approved purpose. 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 district.

V. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to ~~Children~~Persons Under Age 21)~~)~~
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

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

MSBA/MASA Model Policy 506 (Student Discipline)
~~MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior~~

Adopted: 12/19/05 *Orig. 2003*
Reviewed: 2014, 2021, 2022
Revised: 04/18/16

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student~~,~~ or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

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

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

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

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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

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

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

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

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

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

F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation

or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

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

H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

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

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

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

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

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

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

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See Policy 506) and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed

bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

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

B. The school district shall require ongoing professional development, consistent with Minnesota~~.~~ Statutes~~.~~ ~~§~~ section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

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

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

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

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

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

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

VIII. NOTICE

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

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Policy 506) distributed to parents at the beginning of each school year.

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

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)

Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy~~Student Sex Nondiscrimination~~)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 11/19/01 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 02/19/20

516 STUDENT MEDICATION

~~*[Note: The necessary provisions for complying with Minn. Stat. §§ 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]*~~

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An "Administrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota~~.~~ Statatutes.~~ §~~section 152.22, Subd. 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription

asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota~~.~~ Statutes~~.~~ ~~§~~ section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

~~J~~K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this

policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy.

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the School District employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:

   a. that are used off school grounds;

   b. that are used in connection with athletics or extracurricular activities; or

   c. that are used in connection with activities that occur before or after the regular school day

   are not governed by this policy.

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not

apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.~~Nonprescription Medication. With over-the counter medications, elementary and middle school students should follow the same policy as prescription medications. High school student will be allowed to carry over-the-counter medications on their person, but the following rules apply:~~

a. ~~the medicine must be in the original container with label and dosage information intact, and must be administered in a manner consistent wit the instructions on the label.;~~

~~b. a written permission note from the student's parent/guardian must be submitted to the health office each year for the student to self-administer the nonprescription medication.~~

~~c. the student's name must be hand-written on the container.~~

~~d. The student is not to share his/here medication with any other students.~~

~~Only high school students can carry nonprescription medications. If any of the above rules are abused, the right will be cancelled. .~~

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

   a. possess epinephrine auto-injectors; or

   b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

   The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

LK. "Parent" for students 18 years old or older is the student.

ML. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of

Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
~~Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)~~
~~Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)~~
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
~~Minn. Stat. § 151.212 (Label of Prescription Drug Containers)~~
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

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

Adopted: 4/17/06 *Orig. 1995*
Reviewed: 2016, 2022
Revised: 01/18/17

520 STUDENT SURVEYS

~~*[Note: School districts are required by statute to have a policy addressing student surveys.]*~~

I. PURPOSE

Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code ~~§~~ section 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes ~~C~~chapter 13 (Minnesota Government Data Practices Act), 20 United States

C.ode §section 1232g (Family Educational Rights and Privacy Act) and 34 C.ode of F.ederal R.egulations Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;

3. sex behavior or attitudes;

4. illegal, antisocial, self-incriminating, or demeaning behavior;

5. critical appraisals of other individuals with whom respondents have close family relationships;

6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. religious practices, affiliations, or beliefs of the student or the student's parent; or

8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or

distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.

c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or

educational institutions, such as:

(a) college or other postsecondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of

marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent

Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273~~, 122 S.Ct. 2268, 153 L.Ed. 2d 309~~ (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (~~Student Sex Nondiscrimination~~Title IX Sex Nondiscrimination, Grievance Procedure and Process)

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: IDEA Resolution

Meeting Date: February 23, 2022

Prepared by: Superintendent's Office

Date Prepared: February 16, 2022

[ ]	Information	[X]	Briefing	[X]	Action	[X]	Enclosure Item(s)

Superintendent Dean will present the Resolution in Support of the Congressional IDEA Full Funding Act.

ROCKFORD AREA SCHOOLS ISD 883

Resolution in Support of the Congressional IDEA Full Funding Act
Re-introduced on November 16, 2021
H.R. 5984 and S. 3213

(February 2022)

WHEREAS, the Rockford Area Schools District recognizes the need for a strong investment in the Individuals with Disabilities Education Act (IDEA); and

WHEREAS, the Individuals with Disabilities Education Act was first enacted in 1975 to help ensure that all students with disabilities will have access to a free appropriate public education and IDEA's enactment more than 45 years ago, the current federal investment in IDEA is less than 14 percent; and

WHEREAS, with the enactment of IDEA, the United States Congress committed to fund up to 40 percent of the additional cost of special education, thereby promising to provide up to 40 percent of the national average per pupil expenditure, which is currently estimated at $13,828 by the U.S. Department of Education; and

WHEREAS, our nation's school districts face an increased demand for greater resources to fulfill the needs of students under IDEA, including those for students affected by multiple disabilities whose individual education plans require more resources; and

WHEREAS, with each increase in the IDEA child count, the Rockford Area Schools Board of Education and others throughout the country continue to adjust their budgets to accommodate this increased need and ensure that each child educated through IDEA receives the appropriate supports, with some school districts dedicating forty percent or more of their general education budgets to special education services; and,

WHEREAS, Rockford Area Schools district has a $ 1,137,337 cross-subsidy for FY 20. (Link to MDE Special Education Cross-Subsidy Report FY 2020), which is a one part of the statewide cross-subsidy that was more than $673 million in FY 20, and is expected to grow to $806 million in FY 25.

BE IT RESOLVED, that the Rockford Area Schools Board of Education supports the IDEA Full Funding Act that will help strengthen the federal investment in special education by authorizing a ten-year plan to fully fund the federal share of IDEA; and

BE IT RESOLVED, that the Rockford Area Schools Board of Education urges Congress' strong bipartisan support for and passage of the IDEA Full Funding Act; and,

NOW, THEREFORE BE IT RESOLVED that the Rockford Area Schools Board of Education remains committed to providing students with disabilities and their families the supports they need.

On a roll call vote, the following voted in favor: _____. The following voted against or abstained: ___. Where upon the motion was declared passed and executed.

_____ _____

Amy Edwards, Board Chair Jessica Johnson, Board Clerk

Date: