ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

A Tradition of Excellence, One Student at a Time

Agenda for August 21, 2023
6:30 PM
District Board Room
6051 Ash Street
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 10
   - C. Consent--Approval of Bills and Wire Transfers 11
   - D. Consent--Approval of Open Enrollments 34
   - E. Consent -- Taher 2023-2024 Contract 36
   - F. Consent -- Crown College Joint Powers Agreement 2023-2024 45
   - G. Consent -- Alexandria College Joint Power Agreement 2023-2024 50
   - H. Consent -- Teacher MOA Approval 59
5. **HIGH STUDENT ACHIEVEMENT**
   - A. Director of Teaching and Learning's Report 61
6. **SAFE & WELCOMING ENVIRONMENT**
   - A. Buildings and Grounds Report 73
7. **FISCAL RESPONSIBILITY**
   - A. Resolution of Acknowledgement of Contributions/Donations 93
   - B. Update to meal prices 94
8. **EFFICIENT & EFFECTIVE OPERATIONS**
   - A. Technology Report 95
   - B. Annual Review of Select Policies 144
   - C. Policy Changes -- 1st Read 195
   - D. Legislative Policy Changes -- First Read 237
9. **BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS**
   - A. Finance Committee Meeting: Thursday, August 24, 2023 at 8:00am in the District Office Board Room.
   - B. Negotiations Committee Meeting: Monday, September 18, 2023 at 3:30pm in the RMS-CES Conference Room 11.

C. Board of Education Work Session: Monday, September 18, 2023 at 5:30pm in the District Office Board Room.
D. Regular Meeting of the Board of Education: Monday, September 18, 2023 at 6:30pm in the District Office Board Room.
E. 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

Jamie Hillstrom
Amy Edwards
Eric Gordee
Jessica Johnson
Jenny Kneeland
Beth Praska
Superintendent Jeff Ridlehoover

Independent School District #883

Regular School Board Meeting

July 17, 2023

Chair Gordee 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: *Gordee, Johnson, Kneeland and Hillstrom.* Also present were *Superintendent Jeff Ridlehoover, Director of Teaching and Learning Rob Danneker and Director of Buildings and Grounds James Leuer. Members Praska and Edwards were absent.*

APPROVAL OF AGENDA

Motion by Kneeland seconded by Hillstrom to approve the agenda with approved adjustments. Motion passed unanimously.

PUBLIC COMMENTS

There were no public comments.

CONSENT ITEMS

Motion by Hillstrom, seconded by Kneeland to approve the consent items as presented. Motion carried unanimously.

- ***Minutes:***
  June 21, 2023 Work Session
  June 21, 2023 Regular Meeting
  June Policy Committee Meeting
  July Policy Committee Meeting

- ***Personnel:***

Status	First Name	Last Name	Position	Date(s)
New Hire	Elizabeth	Schoeller	RHS Biology	2023-2024
New Hire	Emily	Beard	REAMS 2nd Grade	2023-2024
New Hire	Kayla	Linkert	REAMS SpEd Para	2023-2024
Retirement	Pat	Kashmeimer	Custodian	August 1, 2023
Resignation	Patricia	Grates	RHS Principal Secretary	July 12, 2023

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

June 2023 Disbursements Paid (listings attached):

Fund 01 General Fund	$ 1,405,371.01
Fund 02 Food Service	$ 60,768.70
Fund 04 Community Services	$ 9,469.27
Fund 06 Building Construction	$ 53,104.00
Fund 07 Debt Redemption	$ 0
Fund 21 Student Activities	$ 20,663.27
Fund 45 OPEB Trust	$ 0
Total All Funds	$ 1,549,376.25

- ***Open Enrollments:***

Resident Students Attending Other Schools

Grade	Non-Resident District	Number	Date Effective	Address Change/New Enrollment
7	Delano	879	9/5/2023	better support structure @ Delano
K	Osseo	279	9/5/2023	
K	Delano	879	9/5/2023	siblings attend Delano
8	Delano	879	9/5/2023	looking for more advanced class options
8	Delano	879	9/5/2023	more gifted/accelerated class options
8	Delano	879	9/5/2023	more gifted/accelerated class options
10	Delano	879	9/5/2023	seeking more challenging educational opportunities
5	Delano	879	9/5/2023	unhappy with services in Rockford
5	Delano	879	9/5/2023	afterschool activity options
6	Delano	879	9/5/2023	afterschool activity options
2	Delano	879	9/5/2023	
3	Delano	879	9/5/2023	afterschool activity options
3	Delano	879	9/5/2023	
K	Delano	879	9/5/2023	sibling attends Delano
K	Delano	879	9/5/2023	preferred school system
K	Delano	879	9/5/2023	siblings attend Delano
K	Delano	879	9/5/2023	parents both attended Delano
K	Delano	879	9/5/2023	siblings attend Delano

Non-Resident Students Attending Rockford

Grade	Resident District	Number	Date Effective	Address Change/New Enrollment
12	Osseo	279	9/5/2023	NEW ENROLLMENT--looking for smaller school setting
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT--better schools in Rockford
6	Osseo	279	9/5/2023	NEW ENROLLMENT--smaller schools
6	Osseo	279	9/5/2023	NEW ENROLLMENT--school size and better academic opportunities
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT--sibling attends Rockford
6	Osseo	279	9/5/2023	NEW ENROLLMENT--environmental studies focus
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT; older sibling attends Rockford
6	Osseo	279	9/5/2023	NEW ENROLLMENT--environmental studies focus
9	Wayzata	284	9/5/2023	NEW ENROLLMENT--smaller school size
K	Eastern Carver County	112	9/5/2023	NEW ENROLLMENT--mother employeed @ RAS
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT--older siblings attend Rockford
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT--older siblings attend Rockford
10	Howard Lake-Waverly-Winsted	2687	9/5/2023	NEW ENROLLMENT--FFA program
K	St. Michael-Albertville	885	9/5/2023	NEW ENROLLMENT--better option due to childcare
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT; closer to home
K	Buffalo-Hanover-Montrose	877	9/5/2023	NEW ENROLLMENT; closer to home
6	Anoka-Hennepin	11	9/5/2023	NEW ENROLLMENT; smaller classes & Gifted Program
1	Anoka-Hennepin	11	9/5/2023	NEW ENROLLMENT--closer to home
K	Osseo	279	9/5/2023	NEW ENROLLMENT--siblings attend Rockford

- ***Property, Liability and Workers Compensation Insurance Renewal:***

Renewal information for the district's Property and Liability insurance package and Workers Compensation insurance. The package premium cost increased by $30k from last year's costs, based on current market conditions. Two areas with the largest increase included Property (+$17k) and Cyber (+$12k). Our broker, Marsh & McLennan Agency LLC, and the Business Office recommend approval of the enclosed renewal for Property.

- ***2023 RAS Summer Programming Staffing Addition:***

Last Name	First Name	Program(s)	Status	Max # of Days	Hours Per Day	Max # of Hours
Yakesh	Rachel		Sub	28	3.6	100.8

HIGH STUDENT ACHIEVEMENT

- **Celebration - IB Diploma Recipients:** RHS IB Coordinator Jill Gordee presented a recognition of the students who earned the Full Diploma through the International Baccalaureate Program at Rockford High School. The students who earned the Full Diploma are: Maggie Johnson, Claire Shaikowski, Kevin Shipley, Ina Xhelilaj.
- **Girls Soccer Coop Resolution:** A resolution was presented to the board to approve entering into a Girls Soccer Coop with HLWW.

Motion by Kneeland, seconded by Hillstrom to approve the Girls Soccer Coop Resolution as presented.

On a roll call vote, the following voted in favor: Gordee, Kneeland, Johnson and Hillstrom. And the following voted against: None.

Whereupon said resolution was declared duly passed and adopted.

- **Director of Teaching and Learning Report:** Director of Teaching and Learning Robert Danneker provided the board with a department update as of July 2023. Topics included 2022-23 FAST Testing.

FISCAL RESPONSIBILITY

Johnson motioned, seconded by Gordee, 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
Rockford Education Foundation	$196.28		General Fund (RMS Grape-ology Supplies)
Coborn's	$222.54		General Fund (REAMS Gift Account) More School Rewards
Sara Abbott	$0.10		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Katelyn Alholinna	$16.25		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Meadow Freshour	$30.30		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Dayne Lowe	$0.60		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Michael Miller	$95.45		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Cameron Nute	$13.05		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Jay Trandahl	$16.45		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Nickolas Weddig	$15.90		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Olivia Yager	$7.74		Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)
Adam Hoekstra	$1.35	71	Food Service Fund (donating remaining amount of senior lunch account balance towards outstanding senior lunch account balances)

On a roll call vote, the following voted in favor: Gordee, Kneeland, Johnson and Hillstrom. And the following voted against: None.

Whereupon said resolution was declared duly passed and adopted.

EFFICIENT & EFFECTIVE OPERATIONS

- **Facilities Update:** *Director of Buildings and Grounds Jim Leuer presented an update on the district's summer construction projects.*

BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS

Work Session of the Board of Education: Monday, August 7, 2023 at 6:30 pm in the District Office Board Room

Regular Meeting of the Board of Education: Monday, August 21, 2023 at 6:30 pm in the District Office Board Room

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

- Gordee - MSBA Board chair meeting, NorthWest suburban new director onboarding, Board Prep meeting.
- Kneeland - bringing lunches and breakfast to kids in the district
- Johnson - Policy committee meeting
- Hillstrom - None
- Superintendent Ridlehoover - meetings with community members, meetings with technology, SEE meeting.

Johnson motioned to adjourn the meeting at 8:00 p.m. Kneeland seconded. Motion carried unanimously.

Courtney Neibert
Recorder

Jessica Johnson
Clerk

ROCKFORD AREA SCHOOLS

Independent School District 883
School Board Work Session Minutes
Monday, July 17, 2023

Pursuant to due call and notice, the Rockford Board of Education met in a work session on Monday, July 17, 2023 in the District Board Room. Eric Gordee called the work session meeting to order at 5:30 pm. Members Gordee, Kneeland, Johnson and Hillstrom were present. Praska and Edwards were absent. Also present was Superintendent Jeff Ridlehoover and Director of Teaching and Learning Robert Danneker..

The Board discussed the 2023-24 board meeting schedule regarding Monday and Wednesday dates.

A Regular Meeting of the Board of Education is scheduled for Monday, July 17, 2023 at 6:30 pm, in the District Board Room.

Adjourned 6:00 pm

Courtney Neibert
Recorder

Jessica Johnson
Clerk

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent Personnel

Meeting Date: Aug 21, 2023

Prepared By: Human Resources Office

Date Prepared: Aug 17, 2023

	Information		Briefing	X	Action		Enclosure Item(s)

Personnel Items:

Status	First Name	Last Name	Position	Date(s)
New Hire	Anne	George	REAMS 4th Grade	2023-2024
New Hire	Stephanie	Millen-Luckett	HS SpEd Paraprofessional	2023-2024
New Hire	Michelle	O'Hern	REAMS Principal Secretary	August 21, 2023
New Hire	Brenda	Sehlin-Goneau	HS	2023-2024
New Hire	Terrie	Chastain	REAMS SpEd Paraprofessional	August 17, 2023
New Hire	Kayla	Linkert	MS SpEd Paraprofessional	August 17, 2023
Resignation	Kristen	Snyder	REAMS 4th Grade	July 17, 2023
Resignation	Molly	Haglin	REAMS Principal secretary	August 15, 2023
Resignation	Ryan	Martin	HS Safety Specialist	August 7, 2023
Resignation	Kristy	Qualle	Early Childhood Assist	August 8, 2023
Resignation	Kari	Wilmot	REAMS SpEd Para	August 8, 2023
Resignation	Nicolle	Luehrs	HS English	August 10, 2023
Resignation	Meghan	Wilson	REAMS Paraprofessional	August 10, 2023
Resignation	Erin	Pollock	REAMS Paraprofessional	August 11, 2023
Resignation	Carly	Strom	MS SpEd Paraprofessional	August 14, 2023
Resignation	Kristen	Coppes	REAMS SpEd Paraprofessional	August 14, 2023
Resignation	Terri	Miller	REAMS Title I Paraprofessional	August 14, 2023
Resignation	Jennifer	Sumner	MS Sp Ed Paraprofessional	August 15, 2023
Resignation	Rob	Danneker	Dir Of Teaching & Learning	September 8, 2023
Non-Renewal	Elizabeth	Flath	HS Chemistry	June 8, 2023
Leave	Calli	Zastoupil	HS Spanish	October 2, 2023-January 3, 2024

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: *Consent Bills Paid and Wires in July 2023*

Meeting Date: August 21, 2023

Prepared by: Mike McNulty

Date Prepared: August 9, 2023

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

July 2023 Disbursements Paid (listings attached):

Fund 01 General Fund	$ 2,843,479.91
Fund 02 Food Service	$ 0
Fund 04 Community Services	$ 12,803.10
Fund 06 Building Construction	$ 127,477.92
Fund 07 Debt Redemption	$ 3,256,875.00
Fund 21 Student Activities	$ 8,219.31
Fund 45 OPEB Trust	$ 18,535.32
Total All Funds	$ 6,267,390.56

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		58727		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/01/2023	18,956.78
AS2		58728		Wire	1	1968		BANKWEST ROCKFORD		No	No	No	07/01/2023	3,132.91
AS2		58729		Wire	1	1977		BLUE CROSS BLUE SHIELD of MN		No	No	No	07/01/2023	416,411.29
AS2		58730		Wire	1	2006		US GOVERNMENT		No	No	No	07/01/2023	0.00
AS2		58731		Wire	1	2285		EHLERS & ASSOCIATES		No	No	No	07/01/2023	3,254,375.00
AS2		58732		Wire	1	2470		MSRS		No	No	No	07/01/2023	13,825.00
AS2		58733		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	No	No	07/01/2023	364.50
AS2		58734		Wire	1	3431		MEDICA		No	No	No	07/01/2023	269,602.38
AS2		58735		Wire	1	4050		AFLAC		No	No	No	07/01/2023	420.32
AS2		58736		Wire	1	4278		DELTA DENTAL OF MINNESOTA		No	No	No	07/01/2023	40.10
AS2		58737		Wire	1	4718		MN TRUST		No	No	No	07/01/2023	18,957.91
AS2		58738		Wire	1	5459		LEGAL SHIELD		No	No	No	07/01/2023	561.53
AS2		58739		Wire	1	6069		METLIFE		No	No	No	07/01/2023	41,010.93
AS2		58740		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/01/2023	61,134.14
AS2		58741		Wire	1	7649		TSA CONSULTING GROUP, INC.		No	No	No	07/01/2023	31,381.36
AS2		58742		Wire	1	8119		GIS BENEFITS, INC.	S Corporation	No	No	No	07/01/2023	110,563.47
AS2		58743		Wire	1	8480		Kansas State Bank		No	No	No	07/01/2023	3,441.00
AS2		58760		Wire	1	2006		US GOVERNMENT		No	No	No	07/05/2023	65,357.52
AS2		58761		Wire	1	6498		STATE OF MN TAX GARNISH		No	No	No	07/05/2023	249.53
AS2		58762		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/05/2023	10,718.95
AS2		58763		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/05/2023	1,976.68
AS2		58764		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	07/05/2023	14,186.43
AS2		58765		Wire	1	1938		TRA		No	No	No	07/05/2023	5,778.32
AS2		58832		Check	1	1644		ISD #883 EDUCATION FOUNDATION		No	No	No	07/14/2023	250.85
AS2		58844		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/17/2023	7,211.74
AS2		58845		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	No	No	07/17/2023	364.50
AS2		58846		Wire	1	2006		US GOVERNMENT		No	No	No	07/05/2023	65,950.75
AS2		58847		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/05/2023	11,176.59
AS2		58848		Wire	1	1938		TRA		No	No	No	07/17/2023	50,256.32
AS2		58849		Wire	1	1938		TRA		No	No	No	07/17/2023	50,256.32
AS2		58850		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	No	No	07/17/2023	364.50
AS2		58851		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/17/2023	7,211.74
AS2		58852		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/17/2023	11,177.31
AS2		58853		Wire	1	2006		US GOVERNMENT		No	No	No	07/17/2023	65,953.80
AS2		58854		Wire	1	1938		TRA		No	No	No	07/17/2023	6,666.08
AS2		58855		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	07/17/2023	2,733.82
AS2		58856		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/17/2023	3,673.64
AS2		58857		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/17/2023	2,695.89
AS2		58858		Wire	1	2006		US GOVERNMENT		No	No	No	07/17/2023	15,222.99

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		58859		Wire	1	1938		TRA		No	No	No	07/17/2023	1,428.11
AS2		58860		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	07/17/2023	7,548.55
AS2		58861		Wire	1	6431		HR SIMPLIFIED		No	No	No	07/17/2023	1,332.25
AS2		58862		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	07/17/2023	3,091.94
AS2		58863		Wire	1	2006		US GOVERNMENT		No	No	No	07/17/2023	18,110.93
AS2		58890		Wire	1	2470		MSRS		No	No	No	07/24/2023	1,325.00
AS2		58891		Wire	1	3431		MEDICA		No	No	No	07/24/2023	108,696.69
AS2		58892		Wire	1	4050		AFLAC		No	No	No	07/24/2023	416.22
AS2		58893		Wire	1	5459		LEGAL SHIELD		No	No	No	07/24/2023	149.00
AS2		58894		Wire	1	6069		METLIFE		No	No	No	07/24/2023	3,343.49
AS2		58895		Wire	1	7649		TSA CONSULTING GROUP, INC.		No	No	No	07/24/2023	25,765.01
AS2		58896		Wire	1	8119		GIS BENEFITS, INC.	S Corporation	No	No	No	07/24/2023	8,447.98
AS2		58759	104737	Check	1	8244	remit	ACTIVE INTERNET TECHNOLOGIES, LI	C Corporation	Yes	No	No	07/03/2023	8,500.00
AS2		58745	104738	Check	1	1036		BEST PREP		Yes	No	No	07/03/2023	300.00
AS2		58744	104739	Check	1	1007		CMERDC		Yes	No	No	07/03/2023	900.00
AS2		58755	104740	Check	1	6297	REMIT	FRONTLINE TECHNOLOGIES LLC		Yes	No	No	07/03/2023	2,618.29
AS2		58753	104741	Check	1	4325		IMSE		Yes	No	No	07/03/2023	22,500.00
AS2		58752	104742	Check	1	4022		INFINITE CAMPUS		Yes	No	Yes	07/03/2023	36,404.25
AS2		58752	104742	Check	1	4022		INFINITE CAMPUS		Yes	No	Yes	07/18/2023	(36,404.25)
AS2		58754	104743	Check	1	6021		MAAE		Yes	No	No	07/03/2023	522.00
AS2		58751	104744	Check	1	3366		MASMS		Yes	No	No	07/03/2023	125.00
AS2		58748	104745	Check	1	1267	remit	MASSP		Yes	No	No	07/03/2023	870.00
AS2		58749	104746	Check	1	1274	remit	MINNESOTA DEPARTMENT OF HEALTH		Yes	No	No	07/03/2023	180.00
AS2		58747	104747	Check	1	1154		MSBA		Yes	No	No	07/03/2023	8,826.00
AS2		58750	104748	Check	1	1312		NASSP/NHS/NJHS		Yes	No	No	07/03/2023	385.00
AS2		58757	104749	Check	1	8030		PHILADELPHIA INSURANCE COMPANI		Yes	No	No	07/03/2023	350.00
AS2		58746	104750	Check	1	1152		RESOURCE TRAINING & SOLUTIONS		Yes	No	No	07/03/2023	2,359.40
AS2		58756	104751	Check	1	7880	remit	SEESAW		Yes	No	No	07/03/2023	3,250.00
AS2		58758	104752	Check	1	8038		SERGEANT LABORATORIES, INC.		Yes	No	No	07/03/2023	12,445.94
AS2		58776	104753	Check	1	6623		ADVANCED IMAGING SOLUTIONS		Yes	No	No	07/06/2023	5,350.00
AS2		58773	104754	Check	1	6183		BUFFALO GUN CLUB, INC.		Yes	No	No	07/06/2023	1,391.00
AS2		58767	104755	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	07/06/2023	302.77
AS2		58768	104756	Check	1	1181		CITY OF ROCKFORD		Yes	No	No	07/06/2023	1,850.20
AS2		58772	104757	Check	1	5992		ECM PUBLISHERS, INC.		Yes	No	No	07/06/2023	246.76
AS2		58770	104758	Check	1	2323		HOUSE OF PRINT		Yes	No	No	07/06/2023	4,802.73
AS2		58766	104759	Check	1	1039		MINNESOTA ELEVATOR, INC		Yes	No	No	07/06/2023	492.90
AS2		58774	104760	Check	1	6282		SOUTHWEST METRO EDUCATIONAL C		Yes	No	No	07/06/2023	2,070.88
AS2		58778	104761	Check	1	8409		SQUIRES, WALDSPURGER & MACE, P.		Yes	No	No	07/06/2023	53.00
AS2		58769	104762	Check	1	1269		T-MOBILE		Yes	No	No	07/06/2023	1,260.00

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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		58771	104763	Check	1	5149		TOLL COMPANY		Yes	No	No	07/06/2023	36.90
AS2		58775	104764	Check	1	6288		UNITED STATES TREASURY		Yes	No	No	07/06/2023	13.95
AS2		58777	104765	Check	1	8391		US OMNI & TSACG COMPLIANCE SER\	C Corporation	Yes	No	No	07/06/2023	265.72
AS2		58786	104766	Check	1	6457	remit	AMSD		Yes	No	No	07/06/2023	7,659.00
AS2		58785	104767	Check	1	6377		DISH		Yes	No	No	07/06/2023	119.08
AS2		58787	104768	Check	1	7738		GRANITE TELECOMMUNICATIONS, LL(		Yes	No	No	07/06/2023	810.08
AS2		58779	104769	Check	1	1014	remit	MASA/MASE		Yes	No	No	07/06/2023	860.00
AS2		58780	104770	Check	1	1014	remit	MASA/MASE		Yes	No	No	07/06/2023	1,465.00
AS2		58784	104771	Check	1	6067		MREA		Yes	No	No	07/06/2023	2,500.00
AS2		58781	104772	Check	1	1128		rSchoolToday (DWC)		Yes	No	No	07/06/2023	1,045.00
AS2		58782	104773	Check	1	1153	remit	SCHOOLS FOR EQUITY IN EDUC.		Yes	No	No	07/06/2023	2,638.00
AS2		58783	104774	Check	1	4194		US BANK		Yes	No	No	07/06/2023	500.00
AS2		58788	104775	Check	1	2009		EDUCATION MINNESOTA ROCKFORD -		Yes	No	No	07/11/2023	4,504.50
AS2		58802	104776	Check	1	8399		AMPION PBC	C Corporation	Yes	No	No	07/12/2023	366.05
AS2		58801	104777	Check	1	7981		AT&T MOBILITY		Yes	No	No	07/12/2023	38.23
AS2		58789	104778	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	07/12/2023	709.26
AS2		58790	104779	Check	1	1200		CUB FOODS		Yes	No	No	07/12/2023	779.94
AS2		58805	104780	Check	1	8576		GOPHER ACE	LLC - S Corp	Yes	No	No	07/12/2023	1,104.81
AS2		58797	104781	Check	1	5165		ICS CONSULTING, INC		Yes	No	No	07/12/2023	52,490.92
AS2		58794	104782	Check	1	1437		KOIVISTO ELECTRICAL		Yes	No	No	07/12/2023	1,935.00
AS2		58793	104783	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	07/12/2023	707.46
AS2		58796	104784	Check	1	2216		MENARDS INC		Yes	No	No	07/12/2023	988.28
AS2		58799	104785	Check	1	7771	remit	MRI SOFTWARE, LLC		Yes	No	No	07/12/2023	28.00
AS2		58798	104786	Check	1	6913		NEE INVESTMENT 9, LLC		Yes	No	No	07/12/2023	493.28
AS2		58800	104787	Check	1	7873		ON SITE COMPANIES, INC.		Yes	No	No	07/12/2023	1,079.00
AS2		58803	104788	Check	1	8402		REPUBLIC SERVICES, INC.	C Corporation	Yes	No	No	07/12/2023	3,128.60
AS2		58792	104789	Check	1	1266		SAFE COMMUNITIES OF WRIGHT CTY		Yes	No	No	07/12/2023	60.00
AS2		58804	104790	Check	1	8422		SCHOOL BUSINESS MANAGEMENT SE	Ind/Sole Proprietor	Yes	No	No	07/12/2023	433.71
AS2		58795	104791	Check	1	2208		TECH/CHECK		Yes	No	No	07/12/2023	27,575.00
AS2		58791	104792	Check	1	1215		XCEL ENERGY		Yes	No	No	07/12/2023	30,932.43
AS2		58821	104793	Check	1	6557		AVID CENTER - SI PAYMENT		Yes	No	No	07/13/2023	3,800.00
AS2		58826	104794	Check	1	8238		BIRCHBARK BOOKS & NATIVE ARTS LI		Yes	No	No	07/13/2023	36.40
AS2		58822	104795	Check	1	6601	REMIT	BRAINPOP LLC		Yes	No	No	07/13/2023	605.00
AS2		58828	104796	Check	1	8613		CITY OF GOLDEN VALLEY	Other	Yes	No	No	07/13/2023	380.00
AS2		58816	104797	Check	1	2211		CROWN COLLEGE		Yes	No	No	07/13/2023	500.00
AS2		58827	104798	Check	1	8589		DEW ONLINE STORES, LLC	LLC - Partnership	Yes	No	No	07/13/2023	340.45
AS2		58823	104799	Check	1	6619		FACILITIES MANAGEMENT EXPRESS L		Yes	No	No	07/13/2023	4,710.43
AS2		58824	104800	Check	1	7513		FOLLETT SCHOOL SOLUTIONS		Yes	No	No	07/13/2023	3,591.00
AS2		58811	104801	Check	1	1130	remit	FUN EXPRES,LLC		Yes	No	No	07/13/2023	301.57

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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		58819	104802	Check	1	4945		GOPHER SPORTS		Yes	No	No	07/13/2023	642.85
AS2		58817	104803	Check	1	3207	REMIT	HOUGHTON MIFFLIN HARCOURT		Yes	No	No	07/13/2023	2,163.98
AS2		58814	104804	Check	1	1635		IMAGEMARKET		Yes	No	No	07/13/2023	602.75
AS2		58818	104805	Check	1	4325		IMSE		Yes	No	No	07/13/2023	1,818.88
AS2		58806	104806	Check	1	1014	remit	MASA/MASE		Yes	No	No	07/13/2023	199.00
AS2		58807	104807	Check	1	1014	remit	MASA/MASE		Yes	No	No	07/13/2023	250.00
AS2		58812	104808	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	07/13/2023	925.00
AS2		58813	104809	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	07/13/2023	60.00
AS2		58809	104810	Check	1	1039		MINNESOTA ELEVATOR, INC		Yes	No	No	07/13/2023	492.90
AS2		58820	104811	Check	1	6356		MITEL NETSOLUTIONS		Yes	No	No	07/13/2023	4,198.94
AS2		58825	104812	Check	1	7781		MOBYMAX, LLC		Yes	No	No	07/13/2023	6,990.00
AS2		58810	104813	Check	1	1128		rSchoolToday (DWC)		Yes	No	No	07/13/2023	583.00
AS2		58808	104814	Check	1	1037	remit	STAR TRIBUNE		Yes	No	No	07/13/2023	349.50
AS2		58815	104815	Check	1	2208		TECH/CHECK		Yes	No	No	07/13/2023	6,510.88
AS2		58829	104816	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	07/13/2023	1,441.88
AS2		58830	104817	Check	1	4366		REGION 5A SECRETARY		Yes	No	No	07/13/2023	300.00
AS2		58831	104818	Check	1	8261		TOTAL NETWORX, INC.	S Corporation	Yes	No	No	07/13/2023	435.00
AS2		58838	104819	Check	1	6557		AVID CENTER - SI PAYMENT		Yes	No	No	07/17/2023	11,009.00
AS2		58836	104820	Check	1	3679	remit	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	07/17/2023	449.85
AS2		58834	104821	Check	1	1105	remit	LAKESHORE LEARNING MATERIALS		Yes	No	No	07/17/2023	551.08
AS2		58839	104822	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	07/17/2023	80.00
AS2		58842	104823	Check	1	8393		MnSTA	C Corporation	Yes	No	No	07/17/2023	150.00
AS2		58840	104824	Check	1	7873		ON SITE COMPANIES, INC.		Yes	No	No	07/17/2023	2,570.00
AS2		58833	104825	Check	1	1012		SCHOOL SPECIALTY INC		Yes	No	No	07/17/2023	2,086.47
AS2		58841	104826	Check	1	8029		SFM		Yes	No	No	07/17/2023	21,885.00
AS2		58837	104827	Check	1	4215		SOCIAL THINKING	S Corporation	Yes	No	No	07/17/2023	708.94
AS2		58835	104828	Check	1	1424		WEST MUSIC	S Corporation	Yes	No	No	07/17/2023	101.95
AS2		58843	104829	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	No	No	07/17/2023	70,923.19
AS2		58864	104830	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	07/19/2023	160.00
AS2		58870	104831	Check	1	7857		MCLEOD COMMUNITY SOLAR ONE LL(		Yes	No	No	07/19/2023	2,025.02
AS2		58871	104832	Check	1	7858		MEEKER COMMUNITY SOLAR ONE LL(		Yes	No	No	07/19/2023	2,556.90
AS2		58866	104833	Check	1	4797		MIDLAND NURSERY & LANDSCAPING,	S Corporation	Yes	No	No	07/19/2023	564.30
AS2		58867	104834	Check	1	6913		NEE INVESTMENT 9, LLC		Yes	No	No	07/19/2023	570.66
AS2		58872	104835	Check	1	8481		PRAIRIE RESTORATION, INC.	C Corporation	Yes	No	No	07/19/2023	2,287.00
AS2		58869	104836	Check	1	7799		SAFETYFIRST PLAYGROUND MAINTEI		Yes	No	No	07/19/2023	48,900.00
AS2		58873	104837	Check	1	8570		TARPS NOW	S Corporation	Yes	No	No	07/19/2023	4,242.54
AS2		58868	104838	Check	1	7786	REMIT	TERRAFORM PHOENIX II ARCADIA		Yes	No	No	07/19/2023	404.54
AS2		58865	104839	Check	1	4719		TRACTOR SUPPLY CREDIT PLAN		Yes	No	No	07/19/2023	610.63
AS2		58876	104840	Check	1	1247		ALLINA HOSPITALS AND CLINICS		Yes	No	No	07/20/2023	540.00

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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		58878	104841	Check	1	2729		BAND SHOPPE		Yes	No	No	07/20/2023	474.20
AS2		58882	104842	Check	1	4581		BREAKDOWN SPORTS USA	S Corporation	Yes	No	No	07/20/2023	490.00
AS2		58880	104843	Check	1	3824		HANOVER INSURANCE GROUP		Yes	No	No	07/20/2023	1,412.00
AS2		58886	104844	Check	1	8031	remit2	ILLUMINATE EDUCATION, INC.	C Corporation	Yes	No	No	07/20/2023	9,486.25
AS2		58881	104845	Check	1	4022		INFINITE CAMPUS		Yes	No	No	07/20/2023	36,404.25
AS2		58879	104846	Check	1	3679	remit	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	07/20/2023	121.88
AS2		58888	104847	Check	1	8615		LIBERTY MUTUAL INSURANCE		Yes	No	No	07/20/2023	166,107.00
AS2		58885	104848	Check	1	7998	REMIT	LITERACY RESOURCES, LLC		Yes	No	No	07/20/2023	298.08
AS2		58889	104849	Check	1	8616		NINJA ANYWHERE LLC	LLC - Partnership	Yes	No	No	07/20/2023	2,950.00
AS2		58875	104850	Check	1	1079		OFFICE DEPOT		Yes	No	No	07/20/2023	43.98
AS2		58884	104851	Check	1	7811		PASCO SCIENTIFIC		Yes	No	No	07/20/2023	229.00
AS2		58887	104852	Check	1	8436		PMA SECURITIES LLC		Yes	No	No	07/20/2023	2,000.00
AS2		58877	104853	Check	1	1356	REMIT	REALLY GOOD STUFF, LLC		Yes	No	No	07/20/2023	821.64
AS2		58874	104854	Check	1	1062	remit	SCHOLASTIC INC		Yes	No	No	07/20/2023	1,123.57
AS2		58883	104855	Check	1	5825	remit1	WARD'S SCIENCE		Yes	No	No	07/20/2023	295.49
AS2		58905	104856	Check	1	1369		ABC LETTERING	Partnership	Yes	No	No	07/27/2023	1,720.00
AS2		58916	104857	Check	1	5442		ADA BADMINTON & TENNIS CO.	C Corporation	Yes	No	No	07/27/2023	1,550.00
AS2		58923	104858	Check	1	6557		AVID CENTER - SI PAYMENT		Yes	No	No	07/27/2023	1,099.00
AS2		58928	104859	Check	1	8596		CARDIO PARTNERS INC.	C Corporation	Yes	No	No	07/27/2023	422.95
AS2		58917	104860	Check	1	5507		CITY OF GREENFIELD WATER & SEWE		Yes	No	No	07/27/2023	395.85
AS2		58902	104861	Check	1	1181		CITY OF ROCKFORD		Yes	No	No	07/27/2023	1,950.46
AS2		58929	104862	Check	1	8612		COMPENDIUM, INC.	S Corporation	Yes	No	No	07/27/2023	143.10
AS2		58909	104863	Check	1	2374		DEMCO INC		Yes	No	No	07/27/2023	458.99
AS2		58927	104864	Check	1	8265		DOMINO'S PIZZA		Yes	No	No	07/27/2023	76.56
AS2		58901	104865	Check	1	1130	remit	FUN EXPRES,LLC		Yes	No	No	07/27/2023	481.44
AS2		58913	104866	Check	1	4325		IMSE		Yes	No	No	07/27/2023	1,500.00
AS2		58920	104867	Check	1	6029		KIDZART		Yes	No	No	07/27/2023	575.00
AS2		58924	104868	Check	1	6603		LANO EQUIPMENT -LORETTO		Yes	No	No	07/27/2023	283.86
AS2		58921	104869	Check	1	6271		MARSH & McLENNAN AGENCY LLC		Yes	No	No	07/27/2023	11,875.00
AS2		58898	104870	Check	1	1044		MAWSECO #938		Yes	No	No	07/27/2023	248,951.57
AS2		58908	104871	Check	1	2216		MENARDS INC		Yes	No	No	07/27/2023	230.37
AS2		58899	104872	Check	1	1061		MINNESOTA CLAY USA		Yes	No	No	07/27/2023	272.36
AS2		58907	104873	Check	1	1751		MINNESOTA HISTORICAL SOCIETY		Yes	No	No	07/27/2023	2,825.00
AS2		58911	104874	Check	1	2537		REGION V		Yes	No	No	07/27/2023	6,091.75
AS2		58925	104875	Check	1	8100	remit	REINDERS, INC.		Yes	No	No	07/27/2023	420.00
AS2		58914	104876	Check	1	4937		RUSSELL SECURITY RESOURCE INC		Yes	No	No	07/27/2023	800.00
AS2		58910	104877	Check	1	2454		SADDLEBACK EDUCATIONAL INC.	S Corporation	Yes	No	No	07/27/2023	874.61
AS2		58900	104878	Check	1	1062	remit	SCHOLASTIC INC		Yes	No	No	07/27/2023	171.32
AS2		58904	104879	Check	1	1232	remit	SCHOOL DATEBOOKS, INC.		Yes	No	No	07/27/2023	1,206.33

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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		58906	104880	Check	1	1489	Remit	SCHOOL SPECIALTY		Yes	No	No	07/27/2023	147.51
AS2		58897	104881	Check	1	1012		SCHOOL SPECIALTY INC		Yes	No	No	07/27/2023	1,153.42
AS2		58919	104882	Check	1	5860	remit2	SHERWIN-WILLIAMS		Yes	No	No	07/27/2023	2,130.00
AS2		58922	104883	Check	1	6437		TASC		Yes	No	No	07/27/2023	159.50
AS2		58930	104884	Check	1	8619		THREE ONE SIX BAR & GRILL	Other	Yes	No	No	07/27/2023	185.87
AS2		58915	104885	Check	1	5149		TOLL COMPANY		Yes	No	No	07/27/2023	458.38
AS2		58918	104886	Check	1	5806		UNIVERSAL ATHLETICS SERVICES, IN(		Yes	No	No	07/27/2023	314.32
AS2		58926	104887	Check	1	8170	remit	US BANCORP GOVN'T LEASING & FIN/	C Corporation	Yes	No	No	07/27/2023	7,569.12
AS2		58903	104888	Check	1	1192		VERIZON WIRELESS		Yes	No	No	07/27/2023	489.29
AS2		58912	104889	Check	1	3727		VERNIER SOFTWARE & TECH		Yes	No	No	07/27/2023	754.00
AS2		58932	104890	Check	1	8355		CUB - MAPLE GROVE		Yes	No	No	07/27/2023	196.78
AS2		58931	104891	Check	1	6437		TASC		Yes	No	No	07/27/2023	34.50
AS2		58935	104892	Check	1	8000		ECLIPSE PAINTING, INC.		Yes	No	No	07/31/2023	23,800.00
AS2		58934	104893	Check	1	6603		LANO EQUIPMENT -LORETTO		Yes	No	No	07/31/2023	17,399.59
AS2		58933	104894	Check	1	2208		TECH/CHECK		Yes	No	No	07/31/2023	4,130.82

Bank Total: $5,831,649.57

Report Total: $5,831,649.57

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	58727	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8681	20,355.41	0.00
											0883	58727	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8681	0.00	19,543.01
											0883	58727	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8681	0.00	20,355.41
											0883	58727	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8681	586.23	0.00
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	563.49
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	1,171.69
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	6.61
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	62.00
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	153.00
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	25.00
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	25.00
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	563.49
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	558.62
											0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	4.00
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	1,388.99
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	69,750.22
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	139,947.21	0.00
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	18,073.11
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	72,447.70
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	54,235.00	0.00
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	69,172.11
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	81,646.84
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	97,174.15
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	68,808.00
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	70,940.33
											0883	58729	AS2	1	1977		BLUE CROSS BLUE SH	202401	0883	8681	0.00	61,192.05
											0883	58730	AS2	1	2006		US GOVERNMENT	202401	0883	8681	120,060.31	0.00
											0883	58730	AS2	1	2006		US GOVERNMENT	202401	0883	8681	37.70	0.00
											0883	58730	AS2	1	2006		US GOVERNMENT	202401	0883	8681	0.00	37.74
											0883	58730	AS2	1	2006		US GOVERNMENT	202401	0883	8681	0.00	120,060.27
											0883	58730	AS2	1	2006		US GOVERNMENT	202401	0883	8681	0.00	0.00
											0883	58732	AS2	1	2470		MSRS	202401	0883	8681	0.00	6,912.50
											0883	58732	AS2	1	2470		MSRS	202401	0883	8681	0.00	6,912.50
											0883	58733	AS2	1	3370		MN CHILD SUPPORT P	202401	0883	8681	0.00	364.50
											0883	58734	AS2	1	3431		MEDICA	202401	0883	8681	0.00	67,416.26
											0883	58734	AS2	1	3431		MEDICA	202401	0883	8681	0.00	67,223.67
											0883	58734	AS2	1	3431		MEDICA	202401	0883	8681	0.00	68,913.38
											0883	58734	AS2	1	3431		MEDICA	202401	0883	8681	0.00	66,049.07

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	58735	AS2	1	4050		AFLAC	202401	0883	8681	0.00	210.16
											0883	58735	AS2	1	4050		AFLAC	202401	0883	8681	0.00	420.32
											0883	58735	AS2	1	4050		AFLAC	202401	0883	8681	630.48	0.00
											0883	58735	AS2	1	4050		AFLAC	202401	0883	8681	0.00	210.16
											0883	58735	AS2	1	4050		AFLAC	202401	0883	8681	0.00	210.16
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	16.04	0.00
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58736	AS2	1	4278		DELTA DENTAL OF MIN	202401	0883	8681	0.00	8.02
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	135.42
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	130.88
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	23.95
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	132.34
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	86.89
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	133.41
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	86.89
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	86.89
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	161.12
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	86.89
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	167.45	0.00
											0883	58738	AS2	1	5459		LEGAL SHIELD	202401	0883	8681	0.00	86.89
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,157.54
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,203.78
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,015.29
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,172.83
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,074.16
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,123.79
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,085.86
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,182.39
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,109.62
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	14.46
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,412.13
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,104.05
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,205.95

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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	01	101	000				F	Cash & Cash Equiv		0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	3.10
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,235.57
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,139.95
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,197.23
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	1,842.35
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,354.43
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,138.14
											0883	58739	AS2	1	6069		METLIFE	202401	0883	8681	0.00	2,238.31
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	16,447.08
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	8,329.42
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	7,521.22
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	9,923.13
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	8,304.42
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	3,522.21
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	16,743.72	0.00
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	8,795.12
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	7,979.99
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	2,538.28	0.00
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	7,300.00	0.00
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	8,534.13
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	125.00
											0883	58740	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	8,234.42
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	8,077.54
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	3,477.33
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	4,288.70
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	3,972.26
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	8,088.20
											0883	58741	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8681	0.00	3,477.33
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	615.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	232.01
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	282.29
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	441.23
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	258.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	463.36
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	700.22
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	14,994.12	0.00
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	280.91
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	441.94

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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	01	101	000				F	Cash & Cash Equiv		0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	258.44
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	282.29
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,986.87
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,957.63
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	276.00
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	28,211.84
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	21,493.79	0.00
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,978.02
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	259.24
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	304.34
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	592.52
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	466.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	424.02
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,834.20
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	385.44
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	615.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,909.65
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	258.44
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4,096.01
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,986.87
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	615.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	657.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	657.32
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	20.49
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	298.62
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	277.02
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	281.90
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	256.97
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,673.70
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	464.91
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	483.79
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	286.31
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	298.62
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	286.31
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	266.64
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	730.67
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,654.18
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	252.93

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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	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	441.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	262.82
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	274.73
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	796.82
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	769.50
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	454.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	684.47
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	730.67
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,746.87
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	257.24
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	466.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,069.24
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	623.88
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	11.40
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	255.20
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	454.30
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,958.88
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	416.91
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	248.89
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,270.07
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	254.40
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	266.64
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	421.26
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	238.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4,023.57
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	217.14
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	305.08
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	239.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	5.72
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4.39
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	73.82
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	475.21
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4,080.53
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4.39
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,842.39
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,540.39
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	414.25
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	470.82

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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	01	101	000				F	Cash & Cash Equiv		0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	260.92
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	695.87
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	304.34
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	658.22
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	9.95
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	4,016.18
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	259.24
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	264.89
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	441.94
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	256.60
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	3,783.05
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	14,972.58
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	658.22
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	430.48
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	591.12
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	603.72
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	247.56
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	253.91
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	700.22
											0883	58742	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8681	0.00	305.08
											0883	58744	AS2	1	1007		CMERDC	202401	0883	8681	0.00	900.00
											0883	58745	AS2	1	1036		BEST PREP	202401	0883	8681	0.00	100.00
											0883	58745	AS2	1	1036		BEST PREP	202401	0883	8681	0.00	100.00
											0883	58745	AS2	1	1036		BEST PREP	202401	0883	8681	0.00	100.00
											0883	58746	AS2	1	1152		RESOURCE TRAINING	202401	0883	8681	0.00	2,359.40
											0883	58747	AS2	1	1154		MSBA	202401	0883	8681	0.00	8,826.00
											0883	58748	AS2	1	1267	remit	MASSP	202401	0883	8681	0.00	870.00
											0883	58750	AS2	1	1312		NASSP/NHS/NJHS	202401	0883	8681	0.00	385.00
											0883	58751	AS2	1	3366		MASMS	202401	0883	8681	0.00	125.00
											0883	58752	AS2	1	4022		INFINITE CAMPUS	202401	0883	8705	36,404.25	0.00
											0883	58752	AS2	1	4022		INFINITE CAMPUS	202401	0883	8681	0.00	36,404.25
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	1,500.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	3,000.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	4,500.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	4,500.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	1,500.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	1,500.00
											0883	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	4,500.00

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	58753	AS2	1	4325		IMSE	202401	0883	8681	0.00	1,500.00
											0883	58754	AS2	1	6021		MAAE	202401	0883	8681	0.00	522.00
											0883	58755	AS2	1	6297	REM	FRONTLINE TECHNOL	202401	0883	8681	0.00	2,618.29
											0883	58756	AS2	1	7880	remit	SEESAW	202401	0883	8681	0.00	3,250.00
											0883	58757	AS2	1	8030		PHILADELPHIA INSUR	202401	0883	8681	0.00	350.00
											0883	58758	AS2	1	8038		SERGEANT LABORATC	202401	0883	8681	0.00	12,445.94
											0883	58759	AS2	1	8244	remit	ACTIVE INTERNET TEC	202401	0883	8681	0.00	8,500.00
											0883	58760	AS2	1	2006		US GOVERNMENT	202401	0883	8681	0.00	65,357.52
											0883	58761	AS2	1	6498		STATE OF MN TAX GAF	202401	0883	8681	0.00	249.53
											0883	58762	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8681	0.00	10,718.95
											0883	58763	AS2	1	6431		HR SIMPLIFIED	202401	0883	8681	0.00	1,976.68
											0883	58764	AS2	1	1937		PUBLIC EMPLOYEES R	202401	0883	8681	0.00	14,186.43
											0883	58765	AS2	1	1938		TRA	202401	0883	8681	0.00	5,778.32
											0883	58766	AS2	1	1039		MINNESOTA ELEVATOF	202401	0883	8681	0.00	492.90
											0883	58767	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8681	0.00	103.07
											0883	58767	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8681	0.00	199.70
											0883	58768	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8681	0.00	10.71
											0883	58768	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8681	0.00	979.93
											0883	58768	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8681	0.00	422.64
											0883	58768	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8681	0.00	93.61
											0883	58768	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8681	0.00	343.31
											0883	58769	AS2	1	1269		T-MOBILE	202401	0883	8681	0.00	1,260.00
											0883	58770	AS2	1	2323		HOUSE OF PRINT	202401	0883	8681	0.00	4,802.73
											0883	58771	AS2	1	5149		TOLL COMPANY	202401	0883	8681	0.00	28.29
											0883	58771	AS2	1	5149		TOLL COMPANY	202401	0883	8681	0.00	8.61
											0883	58772	AS2	1	5992		ECM PUBLISHERS, INC	202401	0883	8681	0.00	172.73
											0883	58772	AS2	1	5992		ECM PUBLISHERS, INC	202401	0883	8681	0.00	74.03
											0883	58773	AS2	1	6183		BUFFALO GUN CLUB, I	202401	0883	8681	0.00	1,391.00
											0883	58774	AS2	1	6282		SOUTHWEST METRO E	202401	0883	8681	0.00	2,070.88
											0883	58775	AS2	1	6288		UNITED STATES TREA	202401	0883	8681	0.00	13.95
											0883	58776	AS2	1	6623		ADVANCED IMAGING S	202401	0883	8681	0.00	5,350.00
											0883	58777	AS2	1	8391		US OMNI & TSACG COI	202401	0883	8681	0.00	265.72
											0883	58778	AS2	1	8409		SQUIRES, WALDSPUR	202401	0883	8681	0.00	53.00
											0883	58779	AS2	1	1014	remit	MASA/MASE	202401	0883	8681	0.00	860.00
											0883	58780	AS2	1	1014	remit	MASA/MASE	202401	0883	8681	0.00	1,465.00
											0883	58781	AS2	1	1128		rSchoolToday (DWC)	202401	0883	8681	0.00	450.00
											0883	58781	AS2	1	1128		rSchoolToday (DWC)	202401	0883	8681	0.00	595.00
											0883	58782	AS2	1	1153	remit	SCHOOLS FOR EQUITY	202401	0883	8681	0.00	2,638.00

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	58784	AS2	1	6067		MREA	202401	0883	8681	0.00	2,500.00
											0883	58786	AS2	1	6457	remit	AMSD	202401	0883	8681	0.00	7,659.00
											0883	58787	AS2	1	7738		GRANITE TELECOMMU	202401	0883	8681	0.00	810.08
											0883	58788	AS2	1	2009		EDUCATION MINNESO	202401	0883	8691	0.00	4,504.50
											0883	58789	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8691	0.00	440.44
											0883	58789	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8691	0.00	236.07
											0883	58789	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8691	0.00	32.75
											0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	42.95
											0883	58791	AS2	1	1215		XCEL ENERGY	202401	0883	8691	0.00	30,932.43
											0883	58793	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	82.86
											0883	58793	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	468.00
											0883	58794	AS2	1	1437		KOIVISTO ELECTRICAI	202401	0883	8691	0.00	1,935.00
											0883	58795	AS2	1	2208		TECH/CHECK	202401	0883	8691	0.00	2,710.00
											0883	58795	AS2	1	2208		TECH/CHECK	202401	0883	8691	0.00	4,720.00
											0883	58795	AS2	1	2208		TECH/CHECK	202401	0883	8691	0.00	20,145.00
											0883	58796	AS2	1	2216		MENARDS INC	202401	0883	8691	0.00	343.89
											0883	58796	AS2	1	2216		MENARDS INC	202401	0883	8691	0.00	644.39
											0883	58798	AS2	1	6913		NEE INVESTMENT 9, LI	202401	0883	8691	0.00	493.28
											0883	58799	AS2	1	7771	remit	MRI SOFTWARE, LLC	202401	0883	8691	0.00	28.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	115.50	0.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	38.50	0.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	77.00	0.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	0.00	154.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	0.00	154.00
											0883	58801	AS2	1	7981		AT&T MOBILITY	202401	0883	8691	0.00	38.23
											0883	58802	AS2	1	8399		AMPION PBC	202401	0883	8691	0.00	366.05
											0883	58803	AS2	1	8402		REPUBLIC SERVICES,	202401	0883	8691	0.00	3,128.60
											0883	58804	AS2	1	8422		SCHOOL BUSINESS M/	202401	0883	8691	0.00	53.71
											0883	58804	AS2	1	8422		SCHOOL BUSINESS M/	202401	0883	8691	0.00	380.00
											0883	58805	AS2	1	8576		GOPHER ACE	202401	0883	8691	0.00	405.37
											0883	58805	AS2	1	8576		GOPHER ACE	202401	0883	8691	0.00	254.57
											0883	58805	AS2	1	8576		GOPHER ACE	202401	0883	8691	0.00	222.28
											0883	58805	AS2	1	8576		GOPHER ACE	202401	0883	8691	0.00	222.59
											0883	58806	AS2	1	1014	remit	MASA/MASE	202401	0883	8691	0.00	199.00
											0883	58807	AS2	1	1014	remit	MASA/MASE	202401	0883	8691	0.00	250.00
											0883	58808	AS2	1	1037	remit	STAR TRIBUNE	202401	0883	8691	0.00	116.50
											0883	58808	AS2	1	1037	remit	STAR TRIBUNE	202401	0883	8691	0.00	115.75
											0883	58808	AS2	1	1037	remit	STAR TRIBUNE	202401	0883	8691	0.00	117.25

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	58809	AS2	1	1039		MINNESOTA ELEVATOF	202401	0883	8691	0.00	492.90
											0883	58810	AS2	1	1128		rSchoolToday (DWC)	202401	0883	8691	0.00	583.00
											0883	58811	AS2	1	1130	remit	FUN EXPRES,LLC	202401	0883	8691	0.00	301.57
											0883	58812	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	925.00
											0883	58813	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	60.00
											0883	58814	AS2	1	1635		IMAGEMARKET	202401	0883	8691	0.00	602.75
											0883	58815	AS2	1	2208		TECH/CHECK	202401	0883	8691	0.00	6,510.88
											0883	58817	AS2	1	3207	REMI	HOUGHTON MIFFLIN H	202401	0883	8691	0.00	2,163.98
											0883	58818	AS2	1	4325		IMSE	202401	0883	8691	0.00	1,818.88
											0883	58819	AS2	1	4945		GOPHER SPORTS	202401	0883	8691	0.00	642.85
											0883	58820	AS2	1	6356		MITEL NETSOLUTIONS	202401	0883	8691	0.00	4,198.94
											0883	58821	AS2	1	6557		AVID CENTER - SI PAY	202401	0883	8691	0.00	3,800.00
											0883	58822	AS2	1	6601	REMI	BRAINPOP LLC	202401	0883	8691	0.00	302.50
											0883	58822	AS2	1	6601	REMI	BRAINPOP LLC	202401	0883	8691	0.00	302.50
											0883	58823	AS2	1	6619		FACILITIES MANAGEMI	202401	0883	8691	0.00	4,710.43
											0883	58824	AS2	1	7513		FOLLETT SCHOOL SOL	202401	0883	8691	0.00	1,197.00
											0883	58824	AS2	1	7513		FOLLETT SCHOOL SOL	202401	0883	8691	0.00	1,197.00
											0883	58824	AS2	1	7513		FOLLETT SCHOOL SOL	202401	0883	8691	0.00	1,197.00
											0883	58825	AS2	1	7781		MOBYMAX, LLC	202401	0883	8691	0.00	3,495.00
											0883	58825	AS2	1	7781		MOBYMAX, LLC	202401	0883	8691	0.00	3,495.00
											0883	58826	AS2	1	8238		BIRCHBARK BOOKS &	202401	0883	8691	0.00	36.40
											0883	58827	AS2	1	8589		DEW ONLINE STORES,	202401	0883	8691	0.00	340.45
											0883	58828	AS2	1	8613		CITY OF GOLDEN VALL	202401	0883	8691	0.00	380.00
											0883	58829	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	1,441.88
											0883	58830	AS2	1	4366		REGION 5A SECRETAR	202401	0883	8691	0.00	300.00
											0883	58831	AS2	1	8261		TOTAL NETWORX, INC.	202401	0883	8691	0.00	435.00
											0883	58832	AS2	1	1644		ISD #883 EDUCATION F	202401	0883	8691	0.00	27.00
											0883	58832	AS2	1	1644		ISD #883 EDUCATION F	202401	0883	8691	0.00	223.85
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	1,187.45
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	18.97
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	113.42
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	522.39
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	43.24
											0883	58833	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8705	0.00	201.00
											0883	58834	AS2	1	1105	remit	LAKESHORE LEARNIN	202401	0883	8705	0.00	436.10
											0883	58834	AS2	1	1105	remit	LAKESHORE LEARNIN	202401	0883	8705	0.00	114.98
											0883	58835	AS2	1	1424		WEST MUSIC	202401	0883	8705	0.00	101.95
											0883	58836	AS2	1	3679	remit	INNOVATIVE OFFICE S	202401	0883	8705	0.00	449.85

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	58837	AS2	1	4215		SOCIAL THINKING	202401	0883	8705	0.00	708.94
											0883	58838	AS2	1	6557		AVID CENTER - SI PAY	202401	0883	8705	0.00	11,009.00
											0883	58839	AS2	1	7697		MARISELA V NELSON I	202401	0883	8705	0.00	80.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	154.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	154.00
											0883	58841	AS2	1	8029		SFM	202401	0883	8705	0.00	21,885.00
											0883	58842	AS2	1	8393		MnSTA	202401	0883	8705	0.00	150.00
											0883	58843	AS2	1	4335		4 POINT 0 SCHOOL SE	202401	0883	8705	0.00	62,728.35
											0883	58843	AS2	1	4335		4 POINT 0 SCHOOL SE	202401	0883	8705	0.00	6,377.85
											0883	58844	AS2	1	6431		HR SIMPLIFIED	202401	0883	8705	0.00	7,211.74
											0883	58845	AS2	1	3370		MN CHILD SUPPORT P	202401	0883	8705	0.00	364.50
											0883	58846	AS2	1	2006		US GOVERNMENT	202401	0883	8705	0.00	65,950.75
											0883	58847	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8705	0.00	11,176.59
											0883	58848	AS2	1	1938		TRA	202401	0883	8705	0.00	50,256.32
											0883	58849	AS2	1	1938		TRA	202401	0883	8705	0.00	50,256.32
											0883	58850	AS2	1	3370		MN CHILD SUPPORT P	202401	0883	8705	0.00	364.50
											0883	58851	AS2	1	6431		HR SIMPLIFIED	202401	0883	8705	0.00	7,211.74
											0883	58852	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8705	0.00	11,177.31
											0883	58853	AS2	1	2006		US GOVERNMENT	202401	0883	8705	0.00	65,953.80
											0883	58854	AS2	1	1938		TRA	202401	0883	8705	0.00	6,666.08
											0883	58855	AS2	1	1937		PUBLIC EMPLOYEES R	202401	0883	8705	0.00	2,733.82
											0883	58856	AS2	1	6431		HR SIMPLIFIED	202401	0883	8705	0.00	3,673.64
											0883	58857	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8705	0.00	2,695.89
											0883	58858	AS2	1	2006		US GOVERNMENT	202401	0883	8705	0.00	15,222.99
											0883	58859	AS2	1	1938		TRA	202401	0883	8705	0.00	1,428.11
											0883	58860	AS2	1	1937		PUBLIC EMPLOYEES R	202401	0883	8705	0.00	7,548.55
											0883	58861	AS2	1	6431		HR SIMPLIFIED	202401	0883	8705	0.00	1,332.25
											0883	58862	AS2	1	1962		MINNESOTA DEPT OF I	202401	0883	8705	0.00	3,091.94
											0883	58863	AS2	1	2006		US GOVERNMENT	202401	0883	8705	0.00	18,110.93
											0883	58864	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8705	0.00	80.00
											0883	58864	AS2	1	1180		CENTERPOINT ENERG	202401	0883	8705	0.00	80.00
											0883	58865	AS2	1	4719		TRACTOR SUPPLY CRI	202401	0883	8705	0.00	27.97
											0883	58865	AS2	1	4719		TRACTOR SUPPLY CRI	202401	0883	8705	0.00	164.92
											0883	58865	AS2	1	4719		TRACTOR SUPPLY CRI	202401	0883	8705	0.00	237.84
											0883	58865	AS2	1	4719		TRACTOR SUPPLY CRI	202401	0883	8705	0.00	179.90
											0883	58866	AS2	1	4797		MIDLAND NURSERY &	202401	0883	8705	0.00	307.80
											0883	58866	AS2	1	4797		MIDLAND NURSERY &	202401	0883	8705	0.00	256.50
											0883	58867	AS2	1	6913		NEE INVESTMENT 9, LI	202401	0883	8705	0.00	570.66

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	58868	AS2	1	7786	REM	TERRAFORM PHOENIX	202401	0883	8705	0.00	404.54
											0883	58870	AS2	1	7857		MCLEOD COMMUNITY	202401	0883	8705	0.00	2,025.02
											0883	58871	AS2	1	7858		MEEKER COMMUNITY	202401	0883	8705	0.00	2,556.90
											0883	58874	AS2	1	1062	remit	SCHOLASTIC INC	202401	0883	8705	0.00	856.57
											0883	58874	AS2	1	1062	remit	SCHOLASTIC INC	202401	0883	8705	0.00	267.00
											0883	58875	AS2	1	1079		OFFICE DEPOT	202401	0883	8705	0.00	43.98
											0883	58876	AS2	1	1247		ALLINA HOSPITALS AN	202401	0883	8705	0.00	540.00
											0883	58877	AS2	1	1356	REM	REALLY GOOD STUFF,	202401	0883	8705	0.00	353.76
											0883	58877	AS2	1	1356	REM	REALLY GOOD STUFF,	202401	0883	8705	0.00	467.88
											0883	58879	AS2	1	3679	remit	INNOVATIVE OFFICE S	202401	0883	8705	0.00	121.88
											0883	58880	AS2	1	3824		HANOVER INSURANCE	202401	0883	8705	0.00	1,412.00
											0883	58881	AS2	1	4022		INFINITE CAMPUS	202401	0883	8705	0.00	36,404.25
											0883	58883	AS2	1	5825	remit	WARD'S SCIENCE	202401	0883	8705	0.00	141.62
											0883	58883	AS2	1	5825	remit	WARD'S SCIENCE	202401	0883	8705	0.00	153.87
											0883	58884	AS2	1	7811		PASCO SCIENTIFIC	202401	0883	8705	0.00	229.00
											0883	58885	AS2	1	7998	REM	LITERACY RESOURCE	202401	0883	8705	0.00	298.08
											0883	58886	AS2	1	8031	remit	ILLUMINATE EDUCATIC	202401	0883	8705	0.00	9,486.25
											0883	58888	AS2	1	8615		LIBERTY MUTUAL INSU	202401	0883	8705	0.00	166,107.00
											0883	58890	AS2	1	2470		MSRS	202401	0883	8705	0.00	662.50
											0883	58890	AS2	1	2470		MSRS	202401	0883	8705	0.00	662.50
											0883	58891	AS2	1	3431		MEDICA	202401	0883	8705	0.00	44,734.99
											0883	58891	AS2	1	3431		MEDICA	202401	0883	8705	0.00	8,019.28
											0883	58891	AS2	1	3431		MEDICA	202401	0883	8705	0.00	11,314.83
											0883	58891	AS2	1	3431		MEDICA	202401	0883	8705	0.00	44,627.59
											0883	58892	AS2	1	4050		AFLAC	202401	0883	8705	0.00	143.40
											0883	58892	AS2	1	4050		AFLAC	202401	0883	8705	0.00	107.32
											0883	58892	AS2	1	4050		AFLAC	202401	0883	8705	0.00	143.40
											0883	58892	AS2	1	4050		AFLAC	202401	0883	8705	0.00	22.10
											0883	58893	AS2	1	5459		LEGAL SHIELD	202401	0883	8705	0.00	26.40
											0883	58893	AS2	1	5459		LEGAL SHIELD	202401	0883	8705	0.00	61.30
											0883	58893	AS2	1	5459		LEGAL SHIELD	202401	0883	8705	0.00	61.30
											0883	58894	AS2	1	6069		METLIFE	202401	0883	8705	0.00	163.94
											0883	58894	AS2	1	6069		METLIFE	202401	0883	8705	0.00	1,414.34
											0883	58894	AS2	1	6069		METLIFE	202401	0883	8705	0.00	1,411.86
											0883	58894	AS2	1	6069		METLIFE	202401	0883	8705	0.00	353.35
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	1,938.36
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	6,537.68
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	2,742.04

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	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	2,742.04
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	901.67
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	1,975.86
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	6,537.68
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	610.68
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	408.11
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	49.83
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	588.36
											0883	58895	AS2	1	7649		TSA CONSULTING GRC	202401	0883	8705	0.00	732.70
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	83.90
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	495.04
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	62.91
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	98.18
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	213.54
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	110.83
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	120.11
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	314.19
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	481.90
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	35.25
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	213.54
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	110.83
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	120.11
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	305.79
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	51.19
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	175.95
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	47.28
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	2,676.36
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	65.28
											0883	58896	AS2	1	8119		GIS BENEFITS, INC.	202401	0883	8705	0.00	2,665.80
											0883	58897	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8722	0.00	230.08
											0883	58897	AS2	1	1012		SCHOOL SPECIALTY IN	202401	0883	8722	0.00	923.34
											0883	58898	AS2	1	1044		MAWSECO #938	202401	0883	8722	0.00	248,951.57
											0883	58899	AS2	1	1061		MINNESOTA CLAY USA	202401	0883	8722	0.00	272.36
											0883	58900	AS2	1	1062	remit	SCHOLASTIC INC	202401	0883	8722	0.00	171.32
											0883	58901	AS2	1	1130	remit	FUN EXPRES,LLC	202401	0883	8722	0.00	32.39
											0883	58901	AS2	1	1130	remit	FUN EXPRES,LLC	202401	0883	8722	0.00	449.05
											0883	58902	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8722	0.00	73.85
											0883	58902	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8722	0.00	462.16

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	58902	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8722	0.00	752.69
											0883	58902	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8722	0.00	10.71
											0883	58902	AS2	1	1181		CITY OF ROCKFORD	202401	0883	8722	0.00	651.05
											0883	58903	AS2	1	1192		VERIZON WIRELESS	202401	0883	8722	0.00	389.45
											0883	58904	AS2	1	1232	remit	SCHOOL DATEBOOKS,	202401	0883	8722	0.00	749.89
											0883	58904	AS2	1	1232	remit	SCHOOL DATEBOOKS,	202401	0883	8722	0.00	456.44
											0883	58906	AS2	1	1489	Remi	SCHOOL SPECIALTY	202401	0883	8722	0.00	147.51
											0883	58907	AS2	1	1751		MINNESOTA HISTORIC	202401	0883	8722	0.00	2,825.00
											0883	58908	AS2	1	2216		MENARDS INC	202401	0883	8722	0.00	230.37
											0883	58909	AS2	1	2374		DEMCO INC	202401	0883	8722	0.00	156.39
											0883	58909	AS2	1	2374		DEMCO INC	202401	0883	8722	0.00	160.25
											0883	58909	AS2	1	2374		DEMCO INC	202401	0883	8722	0.00	142.35
											0883	58910	AS2	1	2454		SADDLEBACK EDUCAT	202401	0883	8722	0.00	874.61
											0883	58911	AS2	1	2537		REGION V	202401	0883	8722	0.00	6,091.75
											0883	58912	AS2	1	3727		VERNIER SOFTWARE &	202401	0883	8722	0.00	754.00
											0883	58913	AS2	1	4325		IMSE	202401	0883	8722	0.00	1,500.00
											0883	58914	AS2	1	4937		RUSSELL SECURITY R	202401	0883	8722	0.00	800.00
											0883	58915	AS2	1	5149		TOLL COMPANY	202401	0883	8722	0.00	458.38
											0883	58916	AS2	1	5442		ADA BADMINTON & TE	202401	0883	8722	0.00	1,550.00
											0883	58917	AS2	1	5507		CITY OF GREENFIELD	202401	0883	8722	0.00	362.85
											0883	58917	AS2	1	5507		CITY OF GREENFIELD	202401	0883	8722	0.00	33.00
											0883	58918	AS2	1	5806		UNIVERSAL ATHLETIC	202401	0883	8722	0.00	26.78
											0883	58918	AS2	1	5806		UNIVERSAL ATHLETIC	202401	0883	8722	0.00	167.94
											0883	58919	AS2	1	5860	remit	SHERWIN-WILLIAMS	202401	0883	8722	0.00	2,130.00
											0883	58921	AS2	1	6271		MARSH & McLENNAN A	202401	0883	8722	0.00	11,875.00
											0883	58922	AS2	1	6437		TASC	202401	0883	8722	0.00	34.50
											0883	58922	AS2	1	6437		TASC	202401	0883	8722	0.00	125.00
											0883	58923	AS2	1	6557		AVID CENTER - SI PAY	202401	0883	8722	0.00	1,099.00
											0883	58924	AS2	1	6603		LANO EQUIPMENT -LO	202401	0883	8722	0.00	283.86
											0883	58925	AS2	1	8100	remit	REINDERS, INC.	202401	0883	8722	0.00	420.00
											0883	58926	AS2	1	8170	remit	US BANCORP GOVN'T	202401	0883	8722	0.00	7,569.12
											0883	58928	AS2	1	8596		CARDIO PARTNERS IN	202401	0883	8722	0.00	422.95
											0883	58929	AS2	1	8612		COMPENDIUM, INC.	202401	0883	8722	0.00	143.10
											0883	58930	AS2	1	8619		THREE ONE SIX BAR &	202401	0883	8722	0.00	185.87
											0883	58931	AS2	1	6437		TASC	202401	0883	8722	0.00	34.50
											0883	58932	AS2	1	8355		CUB - MAPLE GROVE	202401	0883	8722	0.00	98.91
											0883	58932	AS2	1	8355		CUB - MAPLE GROVE	202401	0883	8722	0.00	97.87
											0883	58933	AS2	1	2208		TECH/CHECK	202401	0883	8737	0.00	4,130.82

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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	58934	AS2	1	6603		LANO EQUIPMENT -LO	202401	0883	8737	0.00	17,399.59
																	Account Total:				$435,740.99	$2,843,479.91
0883	B	04	101	000				F	Cash & Cash Equiv		0883	58728	AS2	1	1968		BANKWEST ROCKFOR	202401	0883	8681	0.00	0.01
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	253.50
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	480.00
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	480.00
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	480.00
											0883	58743	AS2	1	8480		Kansas State Bank	202401	0883	8681	0.00	480.00
											0883	58749	AS2	1	1274	remit	MINNESOTA DEPARTM	202401	0883	8681	0.00	180.00
											0883	58785	AS2	1	6377		DISH	202401	0883	8681	0.00	119.08
											0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	94.84
											0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	147.63
											0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	99.72
											0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	51.98
											0883	58792	AS2	1	1266		SAFE COMMUNITIES C	202401	0883	8691	0.00	60.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	0.00	334.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	0.00	334.00
											0883	58800	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8691	0.00	334.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	558.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	372.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	664.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	334.00
											0883	58840	AS2	1	7873		ON SITE COMPANIES, I	202401	0883	8705	0.00	334.00
											0883	58889	AS2	1	8616		NINJA ANYWHERE LLC	202401	0883	8705	0.00	2,950.00
											0883	58903	AS2	1	1192		VERIZON WIRELESS	202401	0883	8722	0.00	99.84
											0883	58905	AS2	1	1369		ABC LETTERING	202401	0883	8722	0.00	1,720.00
											0883	58920	AS2	1	6029		KIDZART	202401	0883	8722	0.00	575.00
																	Account Total:				$0.00	$12,803.10
0883	B	06	101	000				F	Cash & Cash Equiv		0883	58797	AS2	1	5165		ICS CONSULTING, INC	202401	0883	8691	0.00	52,490.92
											0883	58869	AS2	1	7799		SAFETYFIRST PLAYGR	202401	0883	8705	0.00	48,900.00
											0883	58872	AS2	1	8481		PRAIRIE RESTORATIOI	202401	0883	8705	0.00	2,287.00

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	06	101	000				F	Cash & Cash Equiv		0883	58935	AS2	1	8000		ECLIPSE PAINTING, IN	202401	0883	8737	0.00	23,800.00
																	Account Total:				$0.00	$127,477.92
0883	B	07	101	000				F	Cash & Cash Equiv		0883	58731	AS2	1	2285		EHLERS & ASSOCIATE	202401	0883	8681	0.00	79,375.00
											0883	58731	AS2	1	2285		EHLERS & ASSOCIATE	202401	0883	8681	0.00	3,175,000.00
											0883	58783	AS2	1	4194		US BANK	202401	0883	8681	0.00	500.00
											0883	58887	AS2	1	8436		PMA SECURITIES LLC	202401	0883	8705	0.00	2,000.00
																	Account Total:				$0.00	$3,256,875.00
0883	B	21	101	000				F	Cash & Cash Equiv		0883	58790	AS2	1	1200		CUB FOODS	202401	0883	8691	0.00	342.82
											0883	58793	AS2	1	1394		MBNA/BUSINESS CARI	202401	0883	8691	0.00	156.60
											0883	58816	AS2	1	2211		CROWN COLLEGE	202401	0883	8691	0.00	500.00
											0883	58843	AS2	1	4335		4 POINT 0 SCHOOL SE	202401	0883	8705	0.00	1,816.99
											0883	58873	AS2	1	8570		TARPS NOW	202401	0883	8705	0.00	4,242.54
											0883	58878	AS2	1	2729		BAND SHOPPE	202401	0883	8705	0.00	474.20
											0883	58882	AS2	1	4581		BREAKDOWN SPORTS	202401	0883	8705	0.00	490.00
		32									0883	58918	AS2	1	5806		UNIVERSAL ATHLETICS	202401	0883	8722	0.00	119.60
											0883	58927	AS2	1	8265		DOMINO'S PIZZA	202401	0883	8722	0.00	76.56
																	Account Total:				$0.00	$8,219.31
0883	B	45	101	000				F	Cash & Cash Equiv		0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	20.83
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	20.83
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	20.83
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	18,452.00
											0883	58737	AS2	1	4718		MN TRUST	202401	0883	8681	0.00	20.83
																	Account Total:				$0.00	$18,535.32
																	Report Total:				$435,740.99	$6,267,390.56

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Open Enrollments

Meeting Date: August 21, 2023
Prepared by: Business Office
Date Prepared: August 16, 2023

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

Resident Students Attending Other Schools

Grade	Non-Resident District	Number	Date Effective	Address Change/New Enrollment
K	Delano	879	9/5/2023	Parent works in Delano
K	Osseo	279	9/5/2023	Sibling attends Osseo
5	Osseo	279	9/5/2023	Closer to home
K	Orono	278	9/5/2023	family choice
4	Delano	879	9/5/2023	High ranking academics
2	Delano	879	9/5/2023	High ranking academics
11	Elk River	728	9/5/2023	family move
K	Orono	278	9/5/2023	Sibling attends Orono
4	Delano	879	9/5/2023	Sibling attends Delano
K	Orono	278	9/5/2023	family choice
K	Buffalo-Hanover-Montrose	877	9/5/2023	
2	Buffalo-Hanover-Montrose	877	9/5/2023	
K	Orono	278	9/5/2023	Orono is geographically closer to residence
6	Wayzata	284	9/5/2023	family move
4	Wayzata	284	9/5/2023	family move
9	Wayzata	284	9/5/2023	More class options
3	Orono	278	9/5/2023	Daycare logistics
9	Buffalo-Hanover-Montrose	877	9/5/2023	
K	Buffalo-Hanover-Montrose	877	9/5/2023	Siblings attend Buffalo/daycare logistics
7	Delano	879	9/5/2023	family move
5	Delano	879	9/5/2023	family move
1	Delano	879	9/5/2023	family move
K	Buffalo-Hanover-Montrose	877	9/5/2023	Older siblings attend Hanover
11	Buffalo-Hanover-Montrose	877	9/5/2023	want to participate in Phoenix Learning Center
9	Buffalo-Hanover-Montrose	877	9/5/2023	New opportunities, more activities
6	Buffalo-Hanover-Montrose	877	9/5/2023	More academic & athletic opportunities
2	Osseo	279	9/5/2023	
1	Buffalo-Hanover-Montrose	877	9/5/2023	Daycare logistics
4	Delano	879	9/5/2023	family choice
1	Worthington	518	9/5/2023	online school

Non-Resident Students Attending Rockford

Grade	Resident District	Number	Date Effective	Address Change/New Enrollment
K	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--childcare in Rockford & parents work in Rockford
K	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--childcare in Rockford & parents work in Rockford
6	Osseo	279	9.5.2023	NEW ENROLLMENT--STEM Magnet
K	Osseo	279	9.5.2023	NEW ENROLLMENT--older siblings attend Rockford
6	Osseo	279	9.5.2023	NEW ENROLLMENT--STEM Magnet

9	Osseo	279	9.5.2023	NEW ENROLLMENT--prefer smaller school & NWS opportunity
K	Delano	879	9.5.2023	NEW ENROLLMENT--siblings attend Rockford
6	Osseo	279	9.5.2023	NEW ENROLLMENT
7	Anoka Hennepin	11	9.5.2023	NEW ENROLLMENT--Safety
1	Anoka Hennepin	11	9.5.2023	NEW ENROLLMENT--Safety
K	Osseo	279	9.5.2023	NEW ENROLLMENT--Childcare in Rockford
11	Osseo	279	9.5.2023	NEW ENROLLMENT--Magnet programs through NWS
9	Osseo	279	9.5.2023	NEW ENROLLMENT--Magnet programs through NWS
K	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--older siblings attend Rockford
9	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--not happy with previous district
2	Annandale	876	9.5.2023	family move--wants to stay enrolled at Rockford
1	Annandale	876	9.5.2023	family move--wants to stay enrolled at Rockford
4	Delano	879	9.5.2023	family move--wants to stay enrolled at Rockford
1	Delano	879	9.5.2023	family move--wants to stay enrolled at Rockford
4	Delano	879	9.5.2023	family move--wants to stay enrolled at Rockford
K	Howard Lake-Waverly-Winsted	2687	9.5.2023	NEW ENROLLMENT--Parent works near Rockford
4	Howard Lake-Waverly-Winsted	2687	9.5.2023	NEW ENROLLMENT--Parent works near Rockford
3	Howard Lake-Waverly-Winsted	2687	9.5.2023	NEW ENROLLMENT--Parent works near Rockford
11	St. Michael Albertville	885	9.5.2023	family move--wants to stay enrolled at Rockford
5	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--prefer smaller school district
3	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--prefer smaller school district
2	Buffalo-Hanover-Montrose	877	9.5.2023	NEW ENROLLMENT--prefer smaller school district
K	Osseo	279	9.5.2023	NEW ENROLLMENT--Arts Magnet opportunities

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 – Taher Food Services Contract Renewal 2023-24

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: July 31, 2023

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

We recommend the approval to renew our food service contract for the upcoming 2023-2024 school year. Please find the service contract renewal for Taher attached.

DEPARTMENT OF EDUCATION

School Nutrition Programs
Renewal of Food Service Management Contract
School Year 2023-24

Food service management contracts that started in 2019-20 or later may be renewed for the 2023-24 contract year if both parties have mutually agreed to renew.

Federal regulations for the National School Lunch Program (NSLP), at 7 Code of Federal Regulations section 210.16 and Minnesota Statutes section 123B.52, allow a food service management contract to be renewed for a term not to exceed one year for up to four renewals (a total of five years including the original contract).

This renewal document must be used to meet NSLP requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document without preapproval by the Minnesota Department of Education (MDE), except for the information required to be inserted by the school food authority.

1. **Definitions**

   "SFA" is the school food authority (school district, nonpublic school or residential child care organization) contracting for food service management.

   SFA: Rockford Area Schools

   Cyber-Linked Interactive Child Nutrition Systems (CLiCS) Identification Number: 1000004062

   "Company" is the company providing food service management to School.

   Company: Taher, Inc.

   "Original contract" is the first year of the food service management contract, which was competitively procured and specified the terms for contract renewals.

   The original contract was for school year 2020-2021.

2. **Renewal of Contract**

   SFA and Company mutually agree to renew the original contract for the term indicated below, not to exceed one year.

   This is the 4th year of the contract, counting the original year of the contract and renewals.

   Start Date for Renewed Contract: 7/1/23 End Date for Renewed Contract: 6/30/24

3. **Adjusted Meal Prices**

SFA and Company have mutually agreed to 2023-24 prices or fees as shown below. The maximum amount that 2023-24 prices or fees may be increased is 8.8 percent (Consumer Price Index (CPI-U), Food Away from Home, Midwest Region, for the twelve months ending December 2022).

Check one:

☐ Fixed Meal Price Contract – Prices are adjusted as shown below.

☑ Cost-Reimbursable Contract – Fees are adjusted as shown below.

The fixed price(s) or fixed administrative fee(s), and the calculation of the revised price(s) or fee(s), are shown below:

Meal Service	2022-23 Price or Fee	Percent Increase (maximum 8.8%)	2023-24 Price or Fee
Management Fee	$0.0277	8.8 %	$0.030
General & Administrative Fee	$0.1607	8.8 %	$0.174
	$	%	$
	$	%	$

4. **Meal Equivalency Factor**

The meal equivalency factor for school year 2023-2024, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is $4.95.

5. **Value of USDA Foods**

Contract prices do not take into account the value of USDA Foods that Company will receive during the contract year. Company will continue to credit SFA for USDA Foods received for the renewed contract year.

At the time that this contract renewal is sent to MDE, the SFA must include a completed Reconciliation of Credits for USDA Foods form to show that USDA Foods have been fully credited during the 2022-23 contract year.

6. **Non-Financial Adjustments**

☑ No material changes have been made since the original contract.

☐ Minor non-financial adjustments for renewal, if any, are described here:

7. **Revised Program Requirements**

   Company agrees to meet all SNP requirements including requirements that become effective during the renewed contract year.

8. **Termination**

   Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

SIGNATURES

School Food Authority: Rockford Area Schools ISD #883

Address: 6051 Ash Street, Rockford, MN

Authorized Representative: Ms Rhonda Dean

Title: Sperintendent

Signature: Rhonda Dean

Date: 5/10/2023

School Food Authority Contact: Michael McNulty

Title: Director of Finance/Operations

Phone: 763-477-7511

Email: mncultym@rockford.k12.mn.us

Company: Taher, Inc.

Address: 5570 Smetana Drive, Minnetonka, MN 55343

Authorized Representative: Bruce Taher

Title: CEO

Signature:

Date: 4-17-23

Company Contact: Jeri Crater

Title: MN Regional Vice President

Phone: 952-945-0505

Email: j.crater@taher.com

Independent Price Determination Certificate

Both the SFA and the FSMC shall execute this Independent Price Determination Certificate.

Taher, Inc.	Rockford Area Schools ISD #883
Name of FSMC	Name of SFA

By submission of this offer, the FSMC certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He or she is not the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	CEO	4-17-23
Signature of FSMC's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.

	Superintendent	5/10/23
Signature of SFA Authorized Representative	Title	Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO & President

Signature: 

Date: April 17, 2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on next page before completing Certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO & President

Signature: 

Date: 4-17-23

INSTRUCTIONS FOR DEBARMENT CERTIFICATION FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). View the SAM website.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent – Crown College Joint Power Agreement

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: July 31, 2023

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

Crown College has requested and agreement for post-secondary enrollment options. Attached for your approval, is an agreement starting August 1, 2023 through June 30, 2024. Please see enclosed document for details.

ISD #883 Rockford High School
Rockford, MN

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between **Independent School District #883**, Rockford High School, 6051 Ash Street, Rockford, MN 55373 (hereinafter "SCHOOL DISTRICT"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and **Crown College**, acting through its Board of Trustees (hereinafter "COLLEGE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and
WHEREAS, Minnesota Statutes Chapter 123.3514, the Post-Secondary Enrollment Options act, provides that school district may enter into agreements between a school board and public post-secondary faculty member, and

WHEREAS, SCHOOL DISTRICT wishes to enter into such an agreement, and

WHEREAS, COLLEGE represents that it is duly qualified and willing to perform the services set forth herein

NOW, THEREFORE, it is agreed:

I. SCHOOL DISTRICT'S DUTIES. The SCHOOL DISTRICT shall:

A. Provide a roster to the Finance Office of high school students to be enrolled under the terms of this agreement before the commencement of each term for which the students wish to enroll.

B. Provide special education or support services for physically challenged students admitted under the terms of this agreement.

C. Provide general information, by March 1 of each year of this agreement, about the program to all students in grades 10, 11, 12. To the extent possible, SCHOOL DISTRICT shall provide counseling services as stipulated in MN Statutes 123.3514 Subd. 4(a) to students and their parents before students enroll for courses at the COLLEGE.

D. Inform students enrolling under the terms of this agreement that they must meet all requirements and standards for admission, including, but not limited to those indicated and immunization laws.

E. Grant academic credit to a student enrolled in a course if the student successfully completes the course. The SCHOOL DISTRICT shall also grant academic credit to student enrolled in a course for post-secondary credit if secondary credit is requested by the student.

F. Counsel students enrolled under this program to ensure that the students meet requirements for high school graduation.

II. COLLEGE DUTIES. The COLLEGE shall:

A. Provide all books and materials that are required for participation in instructional courses. The books and materials shall become the property of the COLLEGE.

B. Enroll qualified students on a space available basis in courses selected by the students after COLLEGE'S regular students have registered. Once the student has been enrolled in a course under this agreement, the student may not be displaced by another student. High school students are only permitted to enroll in selected courses as prescribed by the PSEO requirements.

C. Provide advising for high school students registering under the terms of this agreement. Students shall have their course schedules reviewed for proper registration by the COLLEGE'S authorized agent.

D. Provide services to students enrolled under the post-secondary program on the same basis as they are provided to other students.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by the COLLEGE pursuant to this contract shall be paid by SCHOOL DISTRICT as follows:

In consideration for all services performed and benefits derived pursuant to this agreement, SCHOOL DISTRICT agrees to pay COLLEGE at the rate established by the Minnesota Department of Education, which will be **$236.30** per semester credit hour for which students enrolled under this agreement have registered. Such credit hour fee includes the admission to the COLLEGE fee, resident undergraduate tuition, student fees, books and course fees, if any.

B. Terms of payment. Payments shall be made by SCHOOL DISTRICT promptly after the COLLEGE'S presentation of invoices for services performed and acceptance of such services by SCHOOL DISTRICT authorized representative pursuant to Clause VII. Invoices shall be submitted according to the following schedule:

COLLEGE shall invoice SCHOOL DISTRICT by the sixth week of each academic term. SCHOOL DISTRICT agrees to make payment within 45 days of the receipt of the invoice. If a student drops a course or withdraws by the 14th instructional day of the semester, the COLLEGE will give SCHOOL DISTRICT full credit for the courses.

IV. CONDITIONS OF PAYMENT. All services provided by the COLLEGE pursuant to this contract shall be performed to the satisfaction of SCHOOL DISTRICT, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The COLLEGE shall not receive

payment for work found by SCHOOL DISTRICT to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

V. TERM OF CONTRACT. This contract shall be effective as of **August 1, 2023** or upon the date that the final required signature is obtained by the COLLEGE, whichever occurs later, and shall remain in effect until **June 30, 2024** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VI. COLLEGE'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purpose of administration of this contract is **Dr. Chris Mathews**. SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contact is **Superintendent Jeffery Ridlehoover**. SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted.

VII. ASSIGNMENT. Neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

IX. LIABILITY. SCHOOL DISTRICT shall indemnify, save, and hold the COLLEGE, its representatives and employees harmless from any and all claims or causes of action, including all attorney fees incurred by the COLLEGE, arising form the performance of this contract by SCHOOL DISTRICT OR SCHOOL DISTRICT'S agents or employees. This clause shall not be construed to bar any legal remedies the SCHOOL DISTRICT may have for the COLLEGE'S failure to fulfill its obligations pursuant to this contract.

X. COLLEGE AUDITS. The books, records, documents, and accounting procedures and practices of SCHOOL DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

XI. DATA PRACTICES ACT. SCHOOL DISTRICT shall comply with the Minnesota Data Practices Act as it applies to all data provided by the COLLEGE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.

XII. OTHER PROVISIONS.

A. Academic Requirements: Students in the 11th grade must have a minimum cumulative high school GPA of 3.25 (on campus PSEO) or 3.0 (online PSEO). If no GPA is available, the student must have taken either the ACT and received a composite score of 24 or above, or the SAT and received a combined score of at least 1090 (critical reading and math). Students in the 12th grade must have a minimum cumulative high school GPA of 3.25 (on campus PSEO) or 3.0 (online PSEO). If no GPA is available, the student

must have taken either the ACT and received a composite score of 22 or above, or the SAT and received a combined score of at least 1020 (critical reading and math).

B. Transportation costs shall be the responsibility of the student.

C. Any needed or required equipment shall be the responsibility of the student. Such equipment shall become the property of the student. Equipment is defined as a tangible unit of the non-expandable character, is not consumed in use, and has an extended useful life.

D. Students may also be charged for fees, textbooks, and supplies that are in excess of the minimum requirements and are at the student's option. Such materials then become the personal property of the students.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. ROCKFORD HIGH SCHOOL
Rockford, MN

2. CROWN COLLEGE
St. Bonifacius, MN

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

School Board Chair
Date:

Vice President of Academic Affairs
Date:

Superintendent
Date:

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent – Alexandria College Joint Power Agreement

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: August 21, 2023

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

Alexandria has requested an agreement for post-secondary enrollment options. Attached for your approval, is an agreement starting August 21, 2023 through May 8, 2024. Please see enclosed document for details.

DocuSign Envelope ID: D4732467-3F0B-47CA-9400-70100A788D56

ALEXANDRIA Technical & Community COLLEGE

A member of Minnesota State

POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT
2023-2024 Academic Year

This contract is between Rockford Public Schools, ISD 883, (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Alexandria Technical & Community College (hereinafter "COLLEGE"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has students enrolled in courses provided by the COLLEGE in accordance with Minnesota Statutes 124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 and applicable COLLEGE policies.

WHEREAS, the COLLEGE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

I. DUTIES OF SCHOOL DISTRICT. SCHOOL DISTRICT agrees to provide the following:
   a. Perform all duties as required by the Postsecondary Enrollment Options Act Minnesota Statutes 124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1.

II. DUTIES OF COLLEGE. COLLEGE agrees to provide the following:
   a. Perform all duties as required by the Postsecondary Enrollment Options Act Minnesota Statutes 124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1.

III. CONSIDERATION AND TERMS OF PAYMENT.
   A. Consideration for all services performed by COLLEGE pursuant to this contract shall be paid by SCHOOL DISTRICT as follows:

      1) SCHOOL DISTRICT will pay COLLEGE **$236.30 per credit, per term**.

      2) Additional costs required for students to complete course(s) shall be negotiated between the two parties.

      3) Costs for items the student keeps (tools, uniforms, non-consumable supplies, etc.) are the responsibility of the student.

   B. Terms of Payment. Payments shall be made by SCHOOL DISTRICT as follows:

      1) Initial invoices will be sent by COLLEGE to SCHOOL DISTRICT by November 1 for fall semester and April 1 for spring semester.

      2) Payments to COLLEGE by SCHOOL DISTRICT for the credits each semester will be made within thirty (30) days of SCHOOL DISTRICT receiving the invoice.

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IV. TERM OF CONTRACT. This contract shall be effective on August 21, 2023, or upon the date that the final required signature is obtained by COLLEGE, whichever occurs later, and shall remain in effect until May 8, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

This contract is effective for the 2023-2024 academic year.

V. CANCELLATION. This contract may be cancelled by COLLEGE or SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. The timing of a cancellation shall be such that the Minnesota Department of Education has not processed payment for either COLLEGE or SCHOOL DISTRICT for the invoiced semester.

VI. ASSIGNMENT. SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COLLEGE.

VII. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. COLLEGE and SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Minnesota Statute 3.736, and other applicable laws.

VIII. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U.S.C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. COLLEGE will inform students of support services available at COLLEGE but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

IX. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

X. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The Civil Remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either SCHOOL DISTRICT or COLLEGE. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.

XI. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Douglas County, Minnesota.

XII. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for COLLEGE and the State Auditor for SCHOOL DISTRICT.

DocuSign Envelope ID: D4732467-3F0B-47CA-9400-70100A788D56

XIII. AUTHORIZED REPRESENTATIVES.

SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

NAME	Dr. Jeff Ridlehoover
ADDRESS	Rockford Public Schools 6051 Ash Street Rockford, MN 55373
TELEPHONE	7634777512
EMAIL	ridlehooverj@rockford.k12.mn.us

COLLEGE'S AUTHORIZED REPRESENTATIVE. COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

NAME	Scott Berger
ADDRESS	Alexandria Technical & Community College 1601 Jefferson Street Alexandria, MN 56308
TELEPHONE	320-762-4475
EMAIL	scottb@alextech.edu

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending to be bound thereby.

1. **SCHOOL DISTRICT 883**
   Rockford Public Schools

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

Authorized Signature: DocuSigned by: Dr. Jeff Ridlehoover 002A5B35150F451...	
Title: Superintendent	Date: 8/21/2023 | 10:00:40 AM CDT

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   Alexandria Technical & Community College

Authorized Signature: DocuSigned by: Berger Scott 77BD66135F3240B...	
Title: Vice President of Academic & Student Affairs	Date: 8/21/2023 | 10:29:36 AM CDT

DocuSign

Certificate Of Completion

Envelope Id: D47324673F0B47CA940070100A788D56
Status: Completed
Subject: Signature request on Contract ATCC-2023-24-PSEO-Rockford Public Schools
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Jaggaer Interface
30 7th St E, Ste 350
Saint Paul, MN 55101
contracts@minnstate.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
8/14/2023 11:22:08 AM
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Signer Events	Signature	Timestamp
Dr. Jeff Ridlehoover ridlehooverj@rockford.k12.mn.us Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by: Dr. Jeff Ridlehoover 002A5B35150F451... Signature Adoption: Pre-selected Style Using IP Address: 64.8.131.172	Sent: 8/14/2023 12:48:40 PM Viewed: 8/21/2023 9:59:23 AM Signed: 8/21/2023 10:00:41 AM
Electronic Record and Signature Disclosure: Accepted: 8/21/2023 9:59:23 AM ID: fd529de8-f9bd-41ac-99a0-0e4d8a0ea099		
Berger Scott scottb@alextech.edu Vice President of Academic & Student Affairs Security Level: Email, Account Authentication (None)	DocuSigned by: Berger Scott 77BD66135F3240B... Signature Adoption: Pre-selected Style Using IP Address: 204.77.46.59	Sent: 8/21/2023 10:00:41 AM Viewed: 8/21/2023 10:29:26 AM Signed: 8/21/2023 10:29:36 AM
Electronic Record and Signature Disclosure: Accepted: 8/21/2023 10:29:26 AM ID: 2eeeeda5-0668-4f18-8e47-be67f7f79854		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2023 12:48:41 PM
Certified Delivered	Security Checked	8/21/2023 10:29:26 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/21/2023 10:29:36 AM
Completed	Security Checked	8/21/2023 10:29:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: michael.noble-olson@minnstate.edu

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: One Year Renewal of Teacher MOA - Personal Days

Meeting Date: August 21, 2023

Prepared by: Superintendent Ridlehoover

Date Prepared: August 7, 2023

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

Superintendent Ridlehoover will present the One Year Renewal of the Teacher Personal Days MOA for approval.

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. and 2023-2024.

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.

Co-President EMR

Co-President EMR

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Update re Summer Programming 2023

Meeting Date: August 21, 2023

Prepared by: Robert Danneker, Director of Teaching & Learning

Date Prepared: August 17, 2023

X	Information		Briefing		Action	X	Enclosure Item(s)

Mr. Danneker will present an update regarding Summer Programming for 2023. A Google Slides presentation is enclosed.

Teaching & Learning Update

Robert Danneker, Director of Teaching & Learning











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

Teaching & Learning Update (August 21 2023)

Agenda

- Summer Programming 2023 – Final Review
  - Acknowledgements
  - Review of Summer Programming 2023
  - Review of Student Enrollment

2023 Summer Programming

2023 Summer Programming

- **Acknowledgements**
  - RHS Credit Recovery:
    - **Samantha Bloom, Madison Holm, Andrew Kenady, Nicki Luehrs**, Kerry Toso Carlson, Polly Trandahl
  - RMS-CES Targeted Services:
    - Becky Miller, **Kelly Miller, Rachel Sharp**
  - REAMS Targeted Services:
    - Kylene Hammer, **Marty Johnson, Anne Koste, Rachel Sharp, Cara Tensen, Diane VanOrsdol**, Rachel Yakesh
  - Buildings & Grounds:
    - Jim Leuer and team
  - Administration & Administrative Support:
    - Christa Larson, Paul Menard, Brenda Nyhus, Paul Warzecha

Note: The information contained within this presentation references "Summer Programming" only; Extended School Year (ESY) summer programs are distinct and separate and run through our Special Education department

2023 Summer Programming

- **Purpose**
  - Serve At-Risk Students
    - K-8: Targeted Services for identified students
    - 9-12: Credit recovery
  - MN Statute 124D.68
    - 12 criteria for enrollment
      - Does not include FRP status
  - Enrollment Goal for 2023
    - 100+ enrollments

2023 Summer Programming

June 2023

RHS Credit Recovery Session 1 **Location: Rockford High School**	June 12 - June 15, 2023	8:30am - 11:30am
	June 19 - June 22, 2023	8:30am - 11:30am
	June 26 - June 29, 2023	8:30am - 11:30am

RHS Credit Recovery Session 1 **Location: Maple Hill**	June 12 - June 15, 2023	8:30am - 11:30am
	June 19 - June 22, 2023	8:30am - 11:30am
	June 26 - June 29, 2023	8:30am - 11:30am

2023 Summer Programming

July - August 2023

REAMS Summer Programming **Location: REAMS**	July 10 - July 13, 2023	8:30am - 11:30am
	July 17 - July 20, 2023	8:30am - 11:30am
	July 24 - July 27, 2023	8:30am - 11:30am
	July 31 - August 3, 2023	8:30am - 11:30am

RHS Credit Recovery Session 2 **Location: Rockford High School**	July 10 - July 13, 2023	8:30am - 11:30am
	July 17 - July 20, 2023	8:30am - 11:30am
	July 24 - July 27, 2023	8:30am - 11:30am

2023 Summer Programming

July - August 2023

RMS-CES Summer Programming **Location: RMS-CES**	July 10 - July 13, 2023	8:30am - 11:30am
	July 17 - July 20, 2023	8:30am - 11:30am
	July 24 - July 27, 2023	8:30am - 11:30am

2023 Summer Programming

July - August 2023

REAMS Summer Programming **Location: Maple Hill**	July 24 - July 27, 2023	8:30am - 11:30am
	July 31 - August 3, 2023	8:30am - 11:30am
	August 7 - August 10, 2023	8:30am - 11:30am
	August 14 - August 17, 2023	8:30am - 11:30am

RMS-CES Summer Programming **Location: Maple Hill**	July 24 - July 27, 2023	12noon - 3pm
	July 31 - August 3, 2023	12noon - 3pm
	August 7 - August 10, 2023	12noon - 3pm

2023 Summer Programming: Historical

School Year	# of Students Enrolled
2023	122 (54 + 14 + 54)
2022	167 (82 + 27 + 58)
2021	237
2020	37
2019	91
2018	81
2017	94
2016	92
2015	78


ROCKFORD AREA SCHOOLS
A TRADITION OF EXCELLENCE
1856
ISD 883
A LOVE OF LEARNING
ROCKFORD • GREENFIELD • CORCORAN

Thank You.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Buildings and Grounds Update

Meeting Date: August 21, 2023

Prepared by: Jim Leuer, Director of Buildings and Grounds

Date Prepared: August 18, 2023

X	Information		Briefing		Action		Enclosure Item(s)

Director of Building and Grounds Jim Leuer will present an update on Summer Construction Projects

August 2023 Buildings and Grounds Update

Jim Leuer











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

Summer Construction Update

Brief update on all construction projects taking place this summer

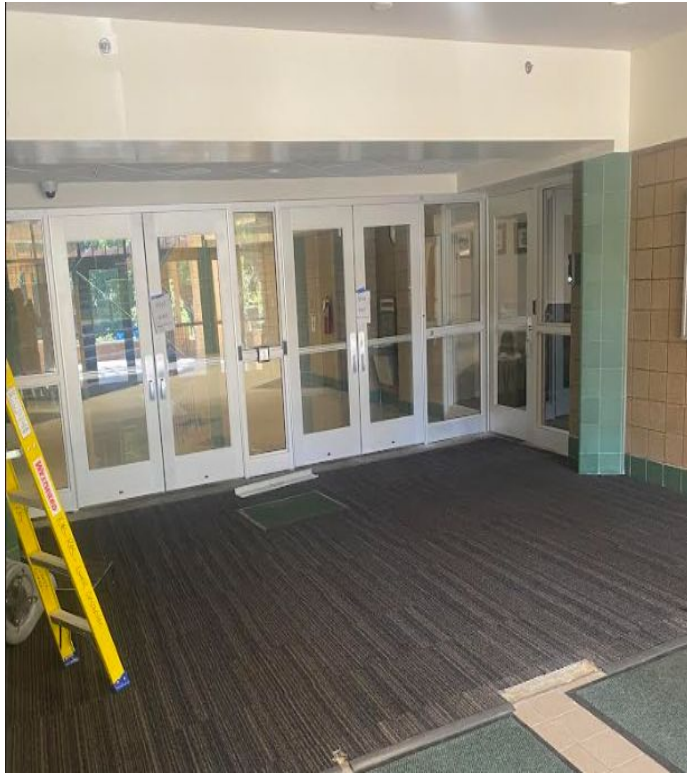
Secure Entries:

MS is completed except moving the camera hookup and flooring.

I'm meeting with Camera company Tuesday 8/15 so I can update at the board meeting at that time. Flooring will start 8/17 & 8/18

District Office is completed except flooring

DO & RMS-CES Secured Entry





RHS Secured Entry





RMS-CES Office





Construction update Cont.

HS will start during the week of 8/14. Waiting for product to arrive, but once it arrives 2-3 days to install. I'll update at board meeting on progress

Flooring to be installed also the same time frame 8/17-8/18 for the HS

RCC Flooring/Curtains/Dance Studio

RCC Projects:

The flooring in the RCC has had a few hiccups with rain intrusion through the RTU's and a Pipe clamp on the roof drain that the plumber isn't able to get to yet with a lift. They currently are painting lines with working weekends and later nights. A contractor is looking at the best solution for the driving rain and blowing snow to come into the RTU's for water leaking on the floor.

RCC Flooring/Curtains/Dance Studio

RCC Dance floor

The new dance floor will start install on 8/21 and take about 3-4 days

RCC curtains have been proofed and ordered. They are expected to be installed the first week of September. This is on the owner not the contractor as to many decisions held up the process. The batting cage will not be moved for cost savings, but the end curtain on the east end will go out past the batting cage.

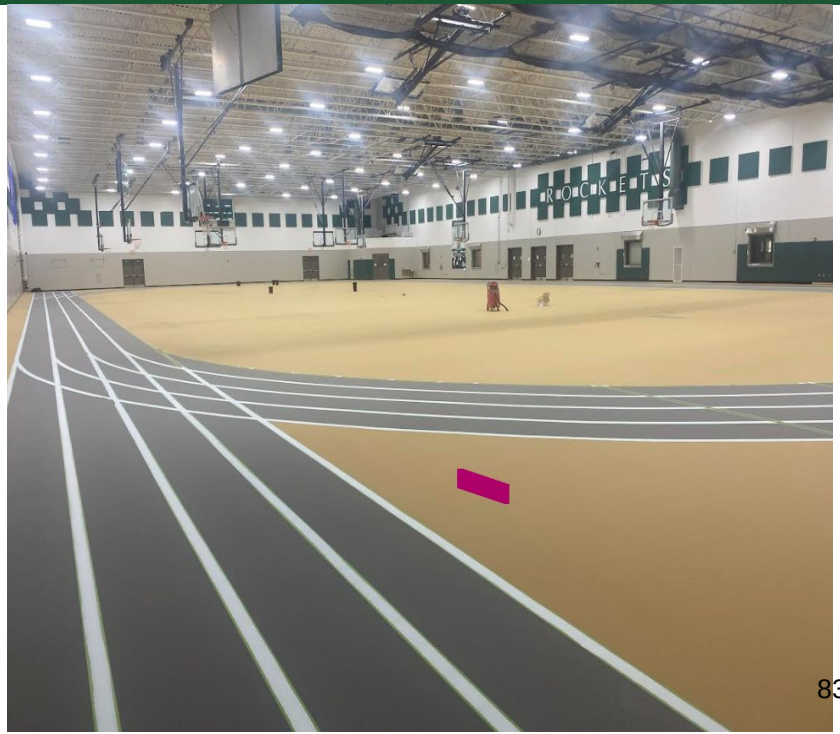
RCC Flooring/Curtains/Dance Studio

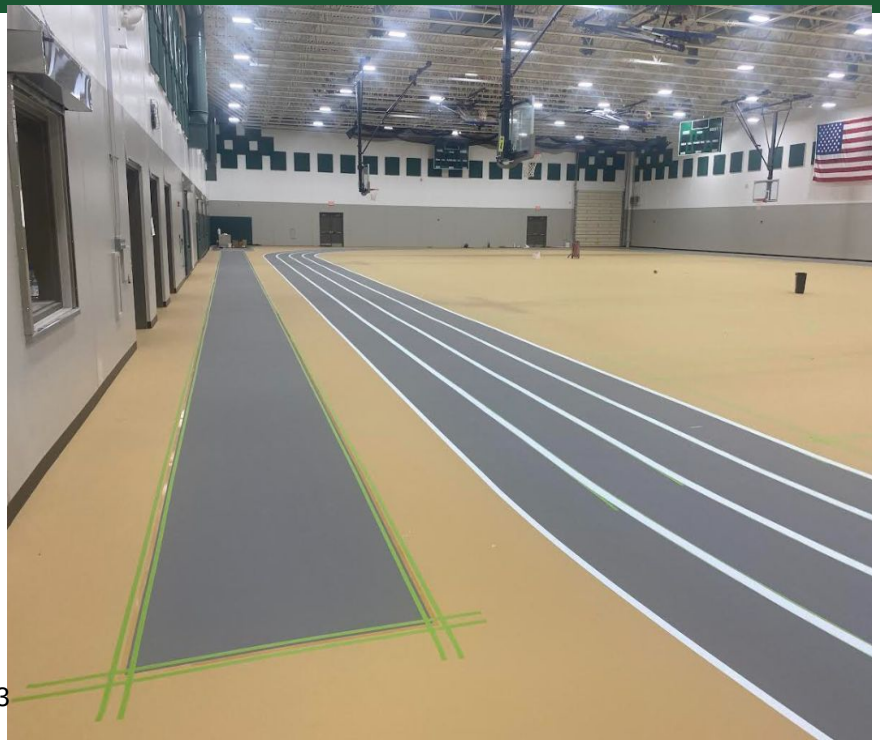
RCC Scoreboard / Misc.

The scoreboard will be moved the sametime when the curtains are installed.

When will the RCC finally be open for community members? The districts / my hope is to have everything completed for the community the second week of September. (If things fall together). Why are we holding off so long? ICS and Director of Buildings and Grounds decided to make sure everything is completed so we don't lose our warranty on the floor.

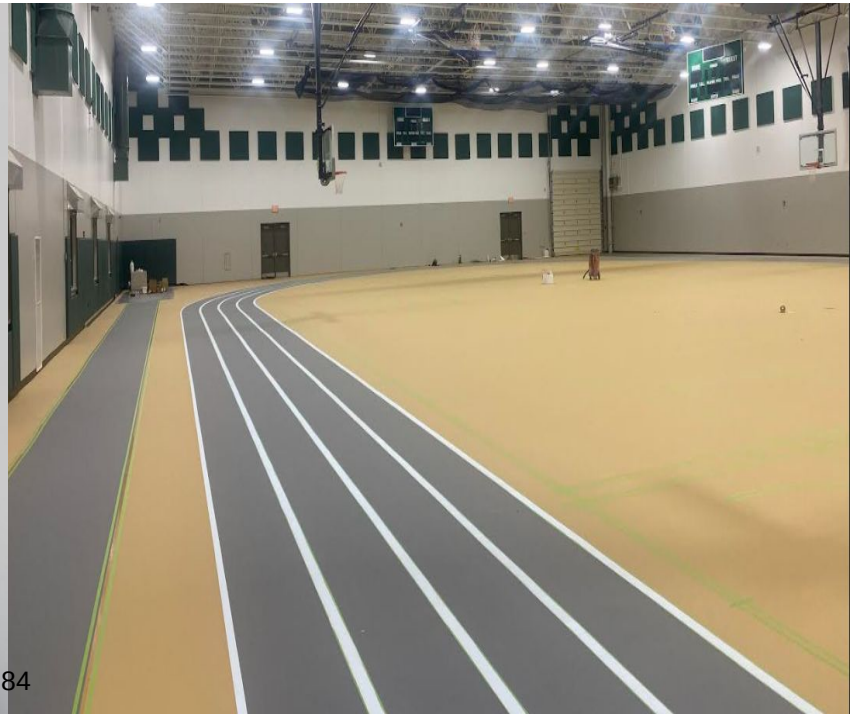
RCC Floor





RCC Floor





Gymnastics Wall / PE update

We are still having water leak on the wall in the gymnastics room. Without spending a lot of money, with ICS, Bolten Menk and DeWayne (district employee) feel it has been narrowed down to what the water leak issue is. On Tuesday 8/15 Kris Larson and myself are going to dig a hole next to the exterior wall and see if it is saturated with water. More to come to the board on 8/21.

Gymnastics Wall / PE update



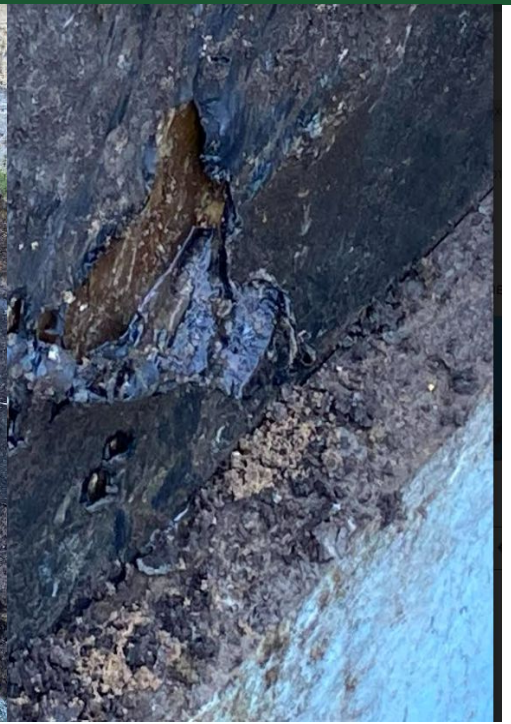




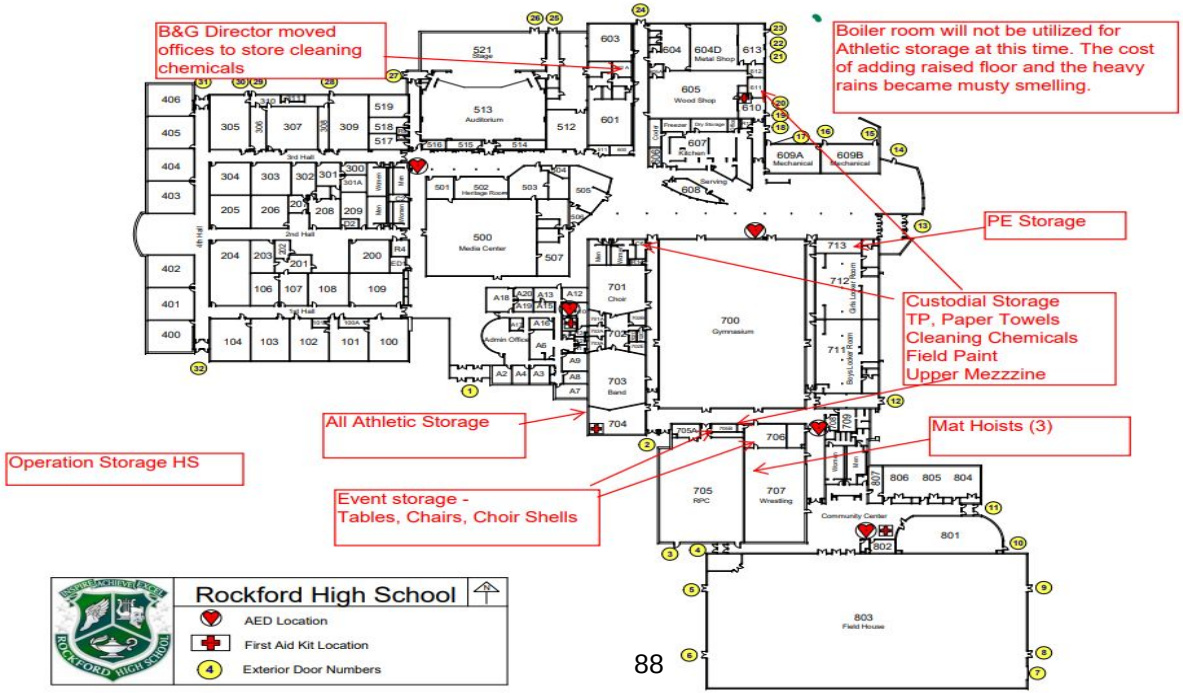
Gymnastics Wall / PE update







Operation storage @ HS



Operation Storage @ HS

There have been a lot of moving parts to this project. (Items) I think we are getting close to finalizing areas. The old boiler room will not be utilized as it has smelled musty with the heavy rains and the cost to raise the floor to ground level was over priced.

Thank you to the seasonal staff for doing the majority of the work during this project.

The company that is providing lockable carts will show up 8/28 to start install

PE / Gym Equipment

PE taking place in the MS:

Items for class are on order:

Poly Blocks, chin up bars, strengthening straps.

Rock wall is more extensive as there is many factors that go into installing a rock/climbing wall. Structural plans of the existing wall, Will the concrete support the rock wall, how big can it be, What fall mats to use for that height, fire rated.

Q&A

Thank you to the School Board and Dr. Ridlehoover for having the trust with me to help advance RAS with many different projects regarding safety and security and upgrades to the school community

Thank you to all the custodial, maintenance staff and seasonal staff for getting our schools clean and looking like new for the first day of school. This staff works very hard to maintain the cleanliness and integrity of the facilities.


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A LOVE OF LEARNING
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Thank You.

ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883

BOARD OF EDUCATION

Subject: Acknowledgement of Contributions Resolution

Meeting Date: August 21, 2023

Prepared by: Business Office

Date Prepared: August 15, 2023

	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***
Caseys	$15.00	General Fund (RHS Gift Account) Loyalty Donation
Rockford Lions	$4,000.00	RMS Class of 2030 Fund (Deep Portage Donation)
Carol Beasecker	20 Plastic Storage Bins for RAS	General Fund Donation
Rocket Boosters	$3,000.00	Cheerleading Activity Fund (cheer uniforms)
Rocket Boosters	$1,000.00	Track Activity Fund (Pole Vault Pits)
Ecolab (The Blackbaud Giving Fund)	$20.00	RMS Gift Fund
Coca Cola Give	$58.57	RHS Gift Fund
Rockford Education Foundation	$3,373.72	General Fund (RHS Vet Tech & Food Science Supplies
Rockford Education Foundation	$2,156.00	General Fund (RMS Student Planners)
Rockford Education Foundation	$1,206.33	General Fund (REAMS Student Planners)
Rockford Education Foundation	$414.96	General Fund (RMS Spanish Classroom Library)
Rockford Education Foundation	$923.34	General Fund (Play Kitchen for Preschool)
Rockford Education Foundation	$1,594.60	General Fund (REAMS 2nd grade MN Zoo Fieldtrip)

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Adult Meal Prices

Meeting Date: August 21, 2023

Prepared by: Superintendent Ridlehoover

Date Prepared: August 7, 2023

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

Superintendent Ridlehoover will present the Adult Meal Prices for the 2023-24 school year for approval

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Technology Report

Meeting Date: August 21, 2023

Prepared by: Jeff Kienitz, Director of Technology

Date Prepared: August 18, 2023

X	Information	X	Briefing		Action		Enclosure Item(s)

School Board Presentation – August 21, 2023
Presenter: Jeff Kienitz, Director of Technology
Length: 20 minutes

Welcome - Introduction and Framework of Discussion

Presentation of Draft 1:1 Device Handbook. https://shorturl.at/qtBEZ

Outline of Technology Strategies and Goals

Brief update Teaching and Learning Support Projects
Technology Operations - Post 5-year Technology Plan
Projected Budget to Support the Technology Plan

Inter-Agency support highlights

ECMECC - Information Security – Data Governance

Review and Comment -

DRAFT PLAN –Presented for review and comment.

2023-24

1:1 District Issued Device Handbook

Rockford Area Schools – District 883
A Tradition of Excellence, One Student at a Time.

8/20/2023

Rockford Area Schools
1:1 District Issued Device Handbook

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Rockford Area Schools
1:1 District Issued Device Handbook

Introduction

Welcome to the Rockford Area School District's Device Integration Handbook. As we embark on this journey together, we are excited to guide both parents and students through the seamless integration of digital technology into education. Our goal is to equip you with the skills and tools needed to thrive in an ever-changing world dominated by information and technology.

In the sections that follow, you will gain a deeper understanding of how technology plays a pivotal role in modern education. From exploring the vast realm of information to experiencing the personalized advantages of having your own device, this handbook will empower you to make the most of your educational journey.

As you explore each content area, you'll discover how your personalized device acts as a catalyst for critical thinking, problem-solving, and dynamic interactions. We will also delve into the transformative impact of technology on teaching and learning, revealing how it enhances both the curriculum and your engagement.

Guidelines and protocols are outlined to ensure a positive and responsible use of your devices. Our commitment to your growth and success is evident throughout, as we guide you in leveraging technology to navigate challenges, foster critical thinking skills, and actively participate in our vibrant educational community.

Remember, your personalized device is more than just a tool – it's a gateway to a world of knowledge, a catalyst for personal growth, and a bridge to your future success. Embrace it, explore it, and harness its potential to shape not only your educational journey but also your journey beyond these walls.

The policies, procedures, and information within this document apply to all technology used at the Rockford Area Schools - Independent School District 883 by students, staff, or guests, including any other device considered by the administration to fall under this handbook.

This handbook is a collection of selected policies and administrative guidelines, as well as rules and regulations of the Rockford Area Schools District 883. If there is a conflict between Board policy and this handbook, the Board policy shall take precedent.

Teachers may establish supplementary requisites for technological utilization within their respective classrooms.

Digital Learning Enhancement Plan Goals

Goal 1: Digital Empowerment for Enhanced Learning: Provide students with cutting-edge digital tools to enrich and expedite the learning process. By equipping students with these tools, we aim to foster a dynamic learning environment that encourages exploration, engagement, and deeper understanding of subjects.

Goal 2: Innovative and Blended Learning Approach: Employ innovative and blended learning strategies to revolutionize the delivery of our curriculum. By integrating technology into education, we seek to promote higher-order thinking skills, ensuring that students not only grasp foundational knowledge but also develop critical thinking abilities necessary for real-world problem-solving.

Goal 3: Tailored Learning for Individual Growth: Craft personalized content that caters to the unique learning needs of each student. Through customization, we aspire to provide an education that adapts to every student's pace, strengths, and areas of improvement, fostering a holistic and effective learning experience.

Goal 4: Optimized Classroom Instruction: Enhance the efficiency and effectiveness of classroom instruction through technology integration. By leveraging digital tools, we aim to create an interactive and dynamic learning atmosphere, where teachers can engage students more deeply, resulting in improved comprehension and retention of subject matter.

1.0 Receiving Your District Issued Device/Accessory

Student Technology will generally be distributed during the first week of school. Parents/guardians and students should complete and sign the Technology Acceptable Use and Device Agreement forms prior to students being issued a device. These documents will need to be submitted at student registration. The forms should be made available through the districts parent portal programs (Infinite Campus).

1.1 Agreement for Financial Responsibility

The assigned devices covered in this plan belong to Rockford Area Schools and will be returned at the end of the academic school year. Students who transfer, withdraw, or are expelled will need to return the device and accessories at the time of withdrawal. Devices assigned to students that are not returned may be considered and treated as stolen property. If a payment request is rendered and is not received, the account may be turned over to a collection agency and/or law enforcement agency.

If damage occurs to the device or accessory, the student should immediately report the damage and turn the device or accessory in. The device or accessory will be repaired or replaced by the district. Incidents of gross negligence or repeated incidents may result in financial restitution from the family, up to the cost of the entire device, if warranted. These costs are general costs and may fluctuate based on current market costs. Some of the costs are listed below:

- Chargers - $36.25
- Keyboards with trackpad - $62.98
- Screens vary in cost from $49.73 to $89.50
- Full replacements currently vary from $169.99 for the Acers and $249.99 for the HP 14 G6 model. This cost doesn't include the licensing needed for Google and other services.

1.2 Device Check In

Student technology and accessories, including the charger, will be collected at the end of each school year for maintenance over summer vacation. The district will strive for each student to retain their original technology each year while enrolled at Rockford Area Schools in grades 5 to 12. When asked to do so, students must surrender/return the technology and accessories to Rockford School District. Any student who transfers out of the district will be required to return their technology and accessories. The average "life" span for a chrome book is about four years due to state testing requirements.

2.0 Taking Care of Your Device

2.1 General Precautions

Your personal device is a valuable tool that enhances your learning experience and empowers you to explore new horizons. To ensure its optimal performance and longevity, it's important to take proper care of your device. Follow these guidelines to maintain the functionality and reliability of your device:

1. **Keep it Clean:** Regularly clean the screen, keyboard, and exterior of your device using a soft, lint-free cloth. Avoid using harsh chemicals or abrasive materials that could damage the surface.

2. **Handle with Care:** Carry your device carefully to prevent scratches and impact damage. When handling your device, be gentle and avoid dropping it or subjecting it to unnecessary force. Keep food and liquids away from the devices.

3. **Charging Protocol:** Charge your device using the provided charger and cable. Avoid using third-party chargers, as they may not be compatible and could potentially harm your device. Overcharging can also impact battery life, so disconnect the charger once your device is fully charged.

4. **Temperature Awareness:** Keep your device in a moderate temperature range. Extreme heat or cold can affect battery performance and the overall functionality of your device. Avoid leaving it in direct sunlight or in a cold environment for extended periods.

5. **Software Updates:** Regularly update your device's software to ensure it has the latest security patches and features. These updates help maintain the device's performance

and protect it from potential security vulnerabilities. The district will periodically push updates out to the devices.

6. **Safe Transport:** When not in use, store your device in a safe and secure location. Avoid leaving it in areas prone to extreme temperatures, humidity, or the risk of theft.
7. **Internet Safety:** Use your device responsibly when accessing the internet. Be cautious of the websites you visit, and avoid clicking on suspicious links or downloading unfamiliar files that could potentially harm your device.
8. **Cords:** Carefully insert the headset cables, charging cable, and other cords into the device.
9. **Adjust Screen Brightness**: To conserve battery life and reduce eye strain, adjust the screen brightness to a comfortable level, especially when you're working in well-lit environments.
10. **Take Care of the Charger**: Keep your charger in a separate compartment of your bag to avoid tangling with other items. Avoid bending or stressing the charger cable excessively.

2.2 Carrying Devices

Here are some tips to help students carry and use Chromebooks efficiently:

1. **Position in Bag**: Place your Chromebook in the dedicated laptop compartment, if your bag has one. If not, choose a central location in your bag where it's less likely to experience impacts.

2. **Avoid Overloading**: While it's tempting to carry all your textbooks, notebooks, and other items in your bag, try to keep it relatively light to avoid putting excessive weight on your Chromebook. Do not place the device in a place where it may get stepped on.

3. **Avoid Rough Handling**: Be mindful when placing your bag on the ground or any surface. Avoid dropping your bag or placing heavy items on top of it.

2.3 The Basic Care of Your Device

Remember, taking good care of your device helps it last longer and work better, so you can get the most out of your learning. If you face any problems or have questions about how to keep your device in good shape, don't hesitate to ask the school's tech support for help. Your device is a strong tool – treat it well so it keeps being useful to you.

Keeping your Chromebook screen clean is important for maintaining good visibility and a pleasant user experience. Here are some screen cleaning tips for Chromebooks:

1. **Turn Off Your Chromebook**: Before cleaning the screen, turn off your Chromebook or put it in sleep mode to avoid accidentally triggering actions while cleaning.

2. **Use a Microfiber Cloth**: A microfiber cloth is gentle on the screen and effectively removes dust, fingerprints, and smudges. Avoid using paper towels, tissues, or rough materials that could scratch the screen.
3. **Dampen the Cloth**: If there are stubborn smudges or dirt, lightly dampen the microfiber cloth with water. Make sure the cloth is not dripping wet; just slightly damp is sufficient.
4. **Avoid Harsh Chemicals**: Do not use harsh cleaning agents, ammonia-based products, or any abrasive substances on your Chromebook screen. These can damage the screen's protective coatings.
5. **Gently Wipe the Screen**: Starting from the top, gently wipe the screen in a circular or vertical motion. Apply minimal pressure to avoid damaging the screen.
6. **Focus on Problem Areas**: If there are specific areas that require more attention, gently rub in a circular motion with the dampened cloth until the smudges are gone.
7. **Dry the Screen**: After cleaning, use a dry portion of the microfiber cloth to wipe away any remaining moisture.
8. **Avoid Excess Moisture**: Make sure the cloth is only slightly damp. Excess moisture can seep into the device and cause damage.
9. **Don't Spray Liquids Directly**: Avoid spraying cleaning solution or water directly onto the screen. Moisture can seep into the edges and potentially damage the internal components.
10. **Clean the Keyboard and Body**: While you're at it, you can also gently wipe down the keyboard and the body of the Chromebook with the damp microfiber cloth. Just be careful not to let any moisture drip into the keys.
11. **Be Gentle with Touchscreens**: If your Chromebook has a touchscreen, be extra gentle when cleaning to avoid applying too much pressure on the screen.
12. **Regular Maintenance**: Make screen cleaning a part of your regular maintenance routine to prevent buildup of dirt and oils.
13. **Avoid Screen Protectors**: While screen protectors can provide an extra layer of protection, they can also affect touch sensitivity and display clarity. If you choose to use a screen protector, make sure it's specifically designed for your Chromebook model.
14. **Clean Hands**: Before using your Chromebook, ensure your hands are clean to prevent transferring oils and dirt to the screen.
15. **Use Compressed Air for Keyboard**: If dust or debris gets caught in your keyboard, use compressed air to gently blow them out. Hold the Chromebook at an angle to prevent the debris from falling back into the device.

Regular, gentle cleaning using the right techniques will help keep your Chromebook screen looking clear and vibrant while prolonging its lifespan.

3.0 Using Your Device at School

Devices are meant to be used at school every day. Besides following what teachers expect for using technology, you can also use the device to check your student portal, review assignments, read announcements, verify schedules, and more. It's important for students to bring their device to all classes, unless a teacher tells them not to.

3.1 Devices Left at Home

If a student forgets their district-provided device at home, they can borrow a temporary device from the Media Center. The borrowed device must be given back by the end of the school day. They also need to call home to let a parent or guardian know about their oversight. If a student keeps leaving their device at home, they might have to leave it at school for a week or more. Repeating this behavior could lead to further actions decided by the school principal or other administrator.

3.2 Device Undergoing Repair

The Media Center will offer temporary devices for students whose devices are being fixed because of regular use or warranty problems. However, if the repair is needed because the general precautions weren't followed or there was purposeful harm, the student might face disciplinary actions set by the school principal or other administrator.

3.3 Charging Your Device's Battery

Every day, students should bring their devices to school with a full battery. Students must charge their devices every evening. If a student's device isn't fully charged or runs out of battery during the day, it's their responsibility to charge it.

3.4 Device Settings

Here are some Chromebook setting guidelines:

1. **Privacy Settings**: Make sure your privacy settings are set to protect your personal information. Avoid sharing sensitive details online.
2. **Screen Brightness**: Adjust the screen brightness to a comfortable level for your eyes, especially in well-lit areas.
3. **Notifications**: Customize your notification settings to avoid distractions during classes. Mute or limit notifications when you're studying.
4. **Backgrounds**: If the device settings allow, choose appropriate wallpapers or backgrounds that are school-friendly. Avoid using distracting or inappropriate images. Using improper content as a screensaver or saving it on the device provided by the

district is not allowed. Having pictures of guns, weapons, explicit content, inappropriate language, alcohol, drugs, symbols related to gangs, or any other content that's not suitable for school can lead to disciplinary measures.

5. **Passwords/Pin**: Set up a strong password or PIN to secure your Chromebook. Keep this information private and don't share it with anyone.
6. **Auto-Lock**: Configure your Chromebook to automatically lock after a period of inactivity. This adds an extra layer of security.
7. **Chrome Extensions**: If allowed, install educational Chrome extensions that can assist with your learning. Avoid adding unnecessary or distracting extensions.
8. **Bookmarking**: Organize your bookmarks for easy access to educational resources, online textbooks, and helpful websites.
9. **Storage Management**: Regularly clean up and organize your files. Delete any unnecessary files to free up storage space.
10. **Backup**: Use Google Drive to back up important files to prevent data loss in case of device issues.
11. **Accessibility Settings**: If needed, adjust accessibility settings to cater to your specific needs. Chromebooks offer features for better readability and navigation.
12. **Language and Input**: Set your preferred language and keyboard input for ease of use.
13. **Time Management**: Use the calendar app to schedule tasks, assignments, and events. Set reminders to stay on top of your responsibilities.
14. **Google Classroom**: Your school uses Google Classroom, familiarize yourself with its features to efficiently manage assignments and class materials.
15. **Safe Browsing**: Enable safe browsing settings to protect yourself from potentially harmful websites or content.
16. **Charging Reminder**: Keep an eye on your battery level and charge your Chromebook regularly to avoid running out of power during class.
17. **Sharing and Collaboration**: Learn how to share documents and collaborate on Google Drive. This is useful for group projects.
18. **Help and Support**: If you're unsure about any settings or features, don't hesitate to ask your teacher or tech support for assistance.

Remember that Chromebooks are tools for learning, so setting them up properly can help you focus on your studies while staying safe and productive online.

3. 5 Sound

Keep the sound turned off unless you get permission from your teacher for learning reasons. You can bring your own headphones or earbuds to use with your device. The school generally doesn't provide headphones, except for school testing.

3.6 Home Internet Access

Students can connect their district-provided devices to WiFi for internet access. This helps them use the device at home or outside school. If you have trouble with internet at home, get in touch with your parents or the Internet Service Provider (ISP) for help. You can also contact technology support during the school day for assistance.

If necessary, many students can access free internet services to support their learning needs. These services help students stay connected and engaged in their studies, even when they're outside of school. Several organizations and programs offer free WiFi access in public spaces, libraries, and community centers. Additionally, some Internet Service Providers (ISPs) offer discounted or even free internet plans specifically for students and low-income families. Please contact your local ISP for details. These initiatives aim to bridge the digital divide and ensure that every student has the opportunity to access educational resources and online learning platforms without limitations.

The Federal Communications Commission (FCC) in the United States has various programs and initiatives aimed at promoting internet access and bridging the digital divide. One of the well-known programs is the Lifeline program, (https://www.fcc.gov/general/lifeline-program-low-income-consumers) which offers discounted phone and internet services to eligible low-income individuals and families. The exact details and availability of these programs may change over time, so it's recommended to visit the FCC's official website or contact them directly for the most up-to-date information on programs related to free or discounted internet services for students and low-income households.

4.0 Managing Your Files and Saving Your Work

4.1 Saving Documents with the Device

Each student has a school managed Google account which includes Google Email, Drive and Classroom. The access levels within the programs are determined by regulation, age, policy, and parents. Students should regularly save their work to Google Drive from their devices. It's important to back up essential files as a precaution against data loss in case of malfunctions, system resets, or re-imaging. Google Drive offers ample storage and the convenience of accessing documents from various devices. For instance, a student can write a document on Chromebook, save it to Google Drive, and retrieve it on their device. Alternatively, documents can be saved by emailing them to oneself.

It's the student's responsibility to ensure work isn't lost due to technical issues or accidental deletion. Device problems are not a valid excuse for not submitting assignments.

4.2 Network Connectivity

The Rockford Area School District cannot assure that its network will be operational at all times. If the network experiences occasional downtime, the District will not take responsibility for any lost or unavailable data. It's important to note that using applications that evade established Rockford School District policies, proxies and filtering violates the Acceptable Use Policies. Repeated violations will lead to disciplinary measures.

5.0 Applications Installed into the Devices

5.1 Installed Applications

The pre-installed applications provided by the Rockford School District must be kept functional and readily accessible on the device at all times. It's required for students to utilize their school email or other computer logins. Moreover, it's explicitly prohibited to use proxy or torrent sites to bypass the firewall or filtering mechanisms. This policy is in place to maintain a secure and productive digital environment.

5.2 Additional Applications

Occasionally, the school might introduce applications intended for specific courses. These applications will be accessible through the District's self-service programs like Google Work Space, Chrome Extensions, Apple ID, Adobe Console, or the Microsoft Console.

5.3 Personal Applications and Inspection

Students are permitted to download applications for personal use, but these applications must align with the district's Acceptable Use Policy and the MN Student Data Privacy Act. Students should discuss additional applications needed for instructional purposes with their teacher and follow the procedures established for vetting and posting the applications. Keep in mind that non-school applications can be removed by school personnel whenever necessary. The school reserves the right to randomly monitor devices to ensure appropriate application usage and regulatory compliance. It's important to remember that these devices belong to the school, and school Administration or staff may request inspections at any time, requiring passcodes or passwords to unlock the device.

If any games or applications are found to be inappropriate, they will be removed, and there could be disciplinary consequences. During class time, personal application usage is allowed based on the teacher's discretion. Failing to follow classroom rules regarding application usage may result in disciplinary action.

You can use personal applications at home, provided that:

1. **Applications:** The applications' content (games, music, etc.) is suitable for a district/school-owned device and aligns with the district's Acceptable Use Policy.
2. **Consent:** You have permission from your parent/guardian.
3. **Assignments:** All school-related tasks are complete.

5.4 Procedure for changing or re-loading software

If unlawful software or malware is found, the applications and files may be removed, and this might even require the device to be re-imaged. In situations of technical issues, re-imaging the device could be necessary for resolution. However, it's important to note that in these instances, the school cannot be held responsible for any software that gets deleted due to the re-imaging process.

5.5 Application upgrades

Occasionally, there are upgraded versions of licensed software offered. For students in PK-12, there might be instances where they need to update their district-approved applications using the various district self-service programs. The district's patch management program will also push many updates out to the devices automatically. This may sometimes cause the device or application to work slower for a short period of time as it updates.

6.0 Acceptable Use

The Rockford School District is delighted to offer access to devices (equipped with essential programs for classes), the district network (providing email and online classroom access), student data storage, and the Internet. To access these resources, students and parents need to sign and return the provided form to the school.

While these materials aim to enrich educational goals, students might find ways to access non-educational content or use the provided hardware and software beyond its intended purpose. Therefore, it's crucial to adhere to the rules. Not following these rules could lead to temporary or permanent loss of internet, email, or other technology privileges. Violations may result in disciplinary consequences, including suspension or expulsion. In some cases, law enforcement agencies might be involved.

Using these technologies in an educational setting comes with responsibilities.

6.1 Parent/Guardian Responsibilities

Parents and guardians play a crucial role in supporting students' effective and responsible use of devices like the districts' 1:1 Chromebooks. Here are some responsibilities they should consider:

1. **Understanding School Policies**: Familiarize themselves with the school's policies regarding Chromebook or other device use, including acceptable use, internet safety, and care and maintenance guidelines.
2. **Communication with School**: Stay informed about any updates, announcements, or workshops related to the Chromebook program by regularly checking school communications and attending parent-teacher meetings.
3. **Supervision**: Monitor your child's Chromebook or other device usage, especially for younger students, to ensure they are using it for educational purposes and following school and family guidelines.
4. **Setting Expectations**: Establish clear expectations for Chromebook or other device use at home, including designated study times and appropriate websites and applications.
5. **Internet Safety**: Educate your child about internet safety, responsible online behavior, and the importance of protecting personal information.
6. **Device Care**: Teach your child how to properly care for the Chromebook or other device, including carrying it safely, cleaning the screen, and charging it.
7. **Charging Routine**: Help your child develop a routine for charging the Chromebook or other device, so it's ready for use during school hours.
8. **Filtering and Monitoring**: Consider using parental control software or built-in filtering tools on your home network to ensure their child's online activities are appropriate and safe.
9. **Open Communication**: Encourage your child to communicate any issues, concerns, or experiences related to the Chromebook or other device, whether technical or social.
10. **Addressing Issues**: If their child faces technical problems or struggles with using the Chromebook, parents should support them by seeking assistance from the school's tech support team.
11. **Creating a Learning Environment**: Provide a quiet and comfortable space for their child to use the Chromebook for studying and completing assignments.
12. **Time Management**: Help their child manage screen time and strike a balance between online and offline activities.

By actively participating in the child's Chromebook or other device usage and promoting responsible digital citizenship, parents and guardians contribute to a positive and productive learning experience.

6.2 School Responsibilities

Rockford School District has several responsibilities when implementing a Chromebook or other device program. Here are some key ones:

1. **Policy Development**: Rockford School District has developed comprehensive policies and guidelines for device use, covering acceptable use, internet safety, data privacy, device care, and consequences for misuse.
2. **Technical Support**: Rockford School District is committed to provide technical support for students, teachers, and parents to address any issues related to device setup, software, connectivity, and troubleshooting ensuring that each student receives a functional device and necessary accessories, like chargers.
3. **Device Management**: Implement a Mobile Device Management (MDM) system to manage and monitor devices, including software updates, security patches, and remote device management.
4. **Internet Filtering**: Set up internet filtering and content blocking to protect students from accessing inappropriate or harmful content.
5. **Digital Citizenship Education**: Offer digital literacy and responsible technology use programs to educate students about online behavior, privacy, cyberbullying, and ethical use.
6. **Teacher Training**: Provide professional development to teachers on integrating technology effectively into the curriculum and managing a classroom using Chromebooks and other devices.
7. **Curriculum Integration**: Work with educators to align the use of devices with educational goals and incorporate digital resources into the curriculum. The Rockford School District strives to be ready for blended and E-Learning days, as needed.
8. **Security and Privacy**: Ensure that student data is stored securely, follow data privacy regulations, and obtain parental consent for any data collection or sharing.
9. **Network Infrastructure**: Maintain a reliable and robust network infrastructure to support a high number of devices and ensure consistent connectivity.
10. **Equity Considerations**: Address potential equity issues, such as providing devices to students who lack internet access at home or ensuring accessibility for students with disabilities.
11. **Regular Maintenance**: Establish a schedule for device maintenance, updates, and repairs to keep devices in good working condition.

12. **Parent Communication**: Keep parents informed about the program's objectives, guidelines, and any changes through regular communication channels.
13. **Content Filtering**: Regularly review and update content filtering to adapt to new online threats and ensure a safe online environment.
14. **Data Backup and Recovery**: Implement data backup systems to prevent data loss and have protocols in place for recovering lost or corrupted data.
15. **Evaluation and Improvement**: Continuously assess the effectiveness of the program, gather feedback from stakeholders, and make improvements based on the collected data.
16. **Community Partnerships**: Collaborate with community organizations and internet service providers to address connectivity issues for students who lack internet access at home.

By fulfilling these responsibilities, school districts can create a successful and well-managed 1:1 device program that enhances learning experiences while ensuring student safety and data privacy.

6.3 Student Responsibilities

Highlighted below are some acceptable use responsibilities for Rockford Area School's students when using Chromebooks or other devices on and off campus:

1. **Educational Purpose**: Use the device primarily for educational purposes, including assignments, research, and communication related to schoolwork. Students should read, understand and follow the Rockford School District Acceptable Use Policy for Technology. The policy can be reviewed by clicking Policy 524 - Internet Acceptable Use and Safety Policy.
2. **Responsible Behavior**: Behave respectfully and responsibly online, treating others as you would in a face-to-face environment.
3. **Cyberbullying Prevention**: Do not engage in cyberbullying, harassment, or any harmful online behavior towards peers or others.
4. **Respect Copyright**: Adhere to copyright laws by only using and sharing content that you have the rights to, and giving proper credit when necessary.
5. **Privacy Awareness**: Respect the privacy of others by not sharing personal information or images without permission.
6. **Safe Browsing**: Use the internet for appropriate and safe content, refraining from accessing or sharing inappropriate or harmful material.

7. **Appropriate Communication**: Communicate online in a courteous and respectful manner, adhering to proper language and tone.
8. **Reporting Issues**: Report any inappropriate content, cyberbullying, or any issues you encounter online to a teacher or school authority.
9. **Device Care**: Handle the device responsibly, keeping it clean and protected from damage.
10. **Password Security**: Keep your login credentials private and secure, avoiding sharing them with anyone.
11. **Respect Classroom Rules**: Follow teachers' instructions regarding device use in the classroom, including when and how devices should be used.
12. **Digital Etiquette**: Maintain proper digital etiquette when communicating with teachers, classmates, and others.
13. **Report Misuse**: If you notice any fellow student misusing technology or violating acceptable use policies, report it to a teacher or appropriate school staff.
14. **Respectful Sharing**: If required to collaborate on projects or share files, ensure that shared content is respectful and relevant to the task.
15. **Internet Safety**: Be cautious while sharing personal information online, and avoid engaging with strangers.
16. **Online Etiquette**: Understand and follow netiquette guidelines when interacting with others on the internet.

By following these acceptable use responsibilities, K-12 students contribute to a safe and productive digital learning environment while developing essential skills in responsible technology use.

6.4 Student Activities Strictly Prohibited

Listed below are some activities that are strictly prohibited for Rockford School District students when using Chromebooks or other devices in an educational setting:

1. **Cyberbullying and Harassment**: Engaging in any form of cyberbullying, harassment, or online intimidation towards peers, teachers, or others is prohibited. Rockford Area Schools Policy 514 provides additional information. The policy can be reviewed by clicking Policy 514 – Bullying Prohibition Policy. Inappropriate messaging, chatting, using social media's tools and applications is prohibited.
2. **Inappropriate Content**: Accessing, sharing, or creating explicit, offensive, or inappropriate content, including images, videos, or messages. Sending mass emails or spamming is included. Sending, accessing, uploading, downloading, or distributing,

offensive, profane, threatening, pornographic, obscene, or sexually explicit materials are additional examples of prohibited conduct.

3. **Hacking or Unauthorized Access**: Attempting to hack into school systems, other students' accounts, or unauthorized access to files or networks.
4. **Plagiarism and Copyright Violation**: Copying or using others' work without proper attribution or permission, and sharing copyrighted material without authorization. Use of sites selling term papers, book reports and other forms of student work is an additional example of prohibitive conduct.
5. **Malicious Software**: Downloading or installing malware, viruses, or other malicious software that can harm devices, networks, or data.
6. **Unauthorized Devices**: Connecting unauthorized hardware, such as USB drives or external devices, without explicit permission. Students swapping or sharing devices amongst each other for non-educational purposes is discouraged.
7. **Proxy or VPN Usage**: Using proxies or VPNs to bypass school filters or security measures, or to access blocked websites.
8. **Personal Social Media During Class**: Using personal social media accounts or messaging platforms during class time without teacher permission.
9. **Distraction During Class**: Using devices for non-educational purposes during class, causing distractions to oneself or others.
10. **Cyberstalking**: Engaging in cyberstalking or repeatedly harassing others online.
11. **Unauthorized System Changes**: Making unauthorized changes to device settings, configurations, or software. The changing of device security settings (exceptions include personal settings such as font size, brightness, etc.) are discouraged.
12. **Sharing Personal Information**: Sharing personal information, contact details, or addresses with strangers online. Students should refrain from giving out personal information except in an instructional context or in the performance of Rockford School District business and with permission of the school district.
13. **Unauthorized Streaming or Downloads**: Streaming or downloading content not related to school activities during class or study time.
14. **Impersonation**: Pretending to be someone else or being anonymous, whether a student, teacher, or anyone else, online is prohibited.
15. **Vandalism and Defacement**: Vandalizing or defacing websites, online documents, or any digital content. Vandalism (any malicious attempt to harm or destroy hardware, software or data, including, but not limited to, the uploading or creation of computer

viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment will not be allowed.

16. **Sharing Passwords**: Sharing login credentials, passwords, or passcodes with others, compromising security.
17. **Online Gambling**: Engaging in online gambling or participating in any illegal online activities.
18. **Accessing Inappropriate Sites**: Accessing websites or content that is not suitable for an educational environment.
19. **Unauthorized Purchases**: Making online purchases using school devices or accounts without proper authorization.
20. **Violations of Privacy**: Violating others' privacy by sharing private messages, images, or information without consent. Gaining access to other student's accounts, files, and/or data is an example. Password sharing is another example of prohibitive conduct.
21. **Doxing**: Posting personal information or encouraging others to share personal information about individuals online.

Strictly adhering to these prohibited activities ensures a safe and productive digital learning environment, promotes responsible technology use, and prevents disruptions within the school community.

6.5 Legal Propriety

It is important to follow trademark and copyright laws as well as all license agreements. Not knowing the law doesn't exempt you as ignorance of the law is not immunity. If you're uncertain, seek guidance from a teacher or parent.

Plagiarism goes against district and school policies. Students should always attribute sources, whether you're quoting or summarizing. This includes all kinds of internet media like images, videos, music, and text.

The use or possession of hacking software is completely forbidden. Breaking state or federal laws can lead to legal action or school-related consequences.

6.6 Student Discipline

Devices provided by the Rockford School District are primarily intended for educational use. However, they can also be used at home for other purposes, with a focus on prioritizing school-related activities. If a student violates any part of this handbook, the District's Acceptable Use Policy or other established disciplinary policies/plans while using the device at home or school, appropriate consequences will apply as outlined in the policy.

1. **Discipline in the School Environment:** Each school's discipline policies encompass the use of devices in a learning environment. Refer to school-specific materials or directly contact the school Principal for more information. Rockford Schools District Policy 506 contains additional information relating to student discipline. The policy can be reviewed by clicking Policy 506 – Student Discipline Policy.

2. **Gradual Discipline Approach:** Disciplinary measures follow a progressive approach. Initial, minor infractions might result in milder consequences compared to repeated or more severe offenses. The following examples are for illustration purposes, as appropriate steps will vary based on the student and situation. The following list are examples and may not be all inclusive.

    - Verbal warning
    - In-class repercussions
    - School-based consequences
    - Contact with parents
    - Referral to administration
    - Limited or loss of access to certain applications
    - Loss of device or mobile devices during class
    - Loss of device or network access for a longer duration
    - Suspension

3. **Classroom Interventions**: For minor infractions, initial interventions will likely take place within the classroom. These could include verbal warnings, adjustments to seating arrangements, and communication with parents.

4. **Consequences:** If a user engages in unauthorized activities, the student's school officials can revoke network access without prior notice. Additionally, access to the device itself can be withdrawn by school officials if unauthorized activities are detected.

6.7 Cyberbullying

As stated earlier in section 6.4, students using devices and other technology services are reminded of the district's policies regarding bullying and harassment, including cyberbullying. 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 following policies provide additional guidance:

District Policy 413 (Harassment and Violence) - the policy can be reviewed by clicking Policy 413 – Harassment and Violence.

District Policy 514 Bullying Prohibition Policy - the policy can be reviewed by clicking Policy 514 – Bullying Prohibition Policy.

District Policy 524 (Acceptable Use Policy for Technology) - the policy can be reviewed by clicking Policy 524 - Internet Acceptable Use and Safety Policy.

7.0 Protecting and Storing your Device

7.1 Device Identification

Students will receive devices with special labels attached by the Technology Services Department. These labels must remain on the devices at all times, regardless of what happens. If a label becomes detached, students should promptly return the device so that we can apply a new label. The school maintains a comprehensive inventory of all devices. When the labels are scanned into the inventory system, this procedure assigns responsibility for the devices to the respective users.

7.2 Passcode Protection

Student devices provided by the district must have passcode or password protection. In Elementary and Middle School, many of these passcodes are already set by the school district and given to the student. In High School, most students can set their passcodes themselves.

It's crucial for students to keep their passcodes secret. Passcodes should never be shared, published, or posted. If a student doesn't follow this agreement or any part of this standard, there might be unintended consequences, like a breach of data privacy.

If a student forgets their passcode or suspects it has been compromised, they should reach out for assistance to the Technology Services Department.

7.3 Storing Your Device

It is the student's responsibility to keep the devices assigned to them secure. Students are encouraged to take their district-issued devices home every day after school. Taking care of your Chromebook is important to ensure it stays in good condition and functions properly. Proper storage is a key part of keeping your device safe and ready for use. Here are some guidelines for storing your Chromebook:

1. **Safe Environment**: Store your Chromebook in a clean and dry place, away from direct sunlight, extreme temperatures, and moisture. Avoid placing it on surfaces where liquids could accidentally spill. Devices should not be stored in a student's vehicle when at school or at home.

2. **Charging**: Before storing your Chromebook, make sure it's charged to at least 50%. Long-term storage with a completely depleted battery could lead to battery damage.
3. **Closing the Lid**: When storing your Chromebook, close the lid gently. This helps protect the screen from potential damage.
4. **Disconnect External Devices**: If you've connected any external devices like USB drives or accessories, disconnect them before storing the Chromebook. This prevents accidental damage to ports and connectors.
5. **Secure Location**: Store your Chromebook in a secure location where it's less likely to be knocked over or stepped on. Avoid leaving it in places where it could fall, like the edge of a table or an unstable surface. Nothing should be placed on top of the device.
6. **Passcode Protection**: If your Chromebook has a passcode or password, make sure to engage this security feature before storing it. This adds an extra layer of protection against unauthorized access.
7. **Cleanliness**: Before storing, wipe the screen and keyboard with a soft, lint-free cloth to remove smudges and dirt. Avoid using abrasive materials or harsh chemicals.
8. **Avoid Weight**: Don't place heavy objects on top of your Chromebook, as this can damage the screen, keyboard, or internal components.
9. **Regular Use**: If you plan to store your Chromebook for an extended period, it's still a good idea to turn it on and let it update occasionally. This ensures that your device stays up-to-date with the latest software and security patches.

Remember that proper storage helps prolong the life of your Chromebook and ensures that it's ready for use whenever you need it. By following these guidelines, you can keep your device in excellent condition for a long time to come.

7.4 Devices Left Unattended

Ensuring the safety of the district-issued device is of utmost importance. It's crucial to never leave the device unattended, unless you are in the designated safe areas. Leaving the device unattended increases the chance of it being stolen. If the device is stolen due to being left unattended, the district may request the responsible person to cover the costs of a replacement device.

If an unattended device is found, it will be relocated either to the school office or the Technology Services office, where it can be safeguarded. Repeated occurrences of leaving the device unattended will result in disciplinary actions being implemented. Your cooperation in this matter contributes to the security and proper use of the devices provided by the district.

8.0 Repairing or Replacing your Device

8.1 Warranty

Rockford School District generally purchases devices with a standard warranty. This coverage assures protection against defects in materials and craftsmanship. The scope of this limited warranty encompasses standard usage, mechanical malfunctions, or defects in construction. In the event of such issues, replacement parts will be supplied for necessary repairs or device replacement.

It is important to note that this warranty does not cover damages arising from misuse, abuse, or negligence. We kindly request that all problems encountered with devices be promptly reported to the designated area for appropriate assistance. Your diligence in promptly addressing device concerns contributes to the smooth functioning of our equipment.

8.2 School/Student Responsibilities

In this section, we outline the responsibilities of both students and the school concerning the care, maintenance, and repair of school-issued devices. It's important that students understand their role in keeping devices functional and in good condition. Please refer to Section 2.0 Taking Care of Your Device, for more details on device maintenance.

Device Malfunctions and Damages: Reporting and Repair

If a device malfunctions or sustains damage, it is the student's responsibility to promptly report the issue to the school office. Normal maintenance and repair issues are covered by the Technology Services Department of the Rockford School District. However, if damages are found to be a result of not following the safety procedures outlined in this handbook, the student may be held accountable for the associated repair charges. The district will consider a family's ability to reimburse the district for damages or repairs. One criterion used with the eligibility for free and or reduced meals.

School District's Repair Responsibility:

The school district is responsible for repairing the following:

- Devices that malfunction due to manufacturing or application defects.
- Devices that are damaged through regular use (excluding accessories like chargers, cords, cases, or other accessories).
- Any issue covered under warranty.
- First-time accidental damages may be covered and determined on a case by case basis.

Student/Family Responsibility:

Students and their families are responsible for the following:

- The District encourages the students to fully utilize the devices being issued to promote a successful learning environment. Ensuring that the devices are properly taken care, stored correctly, and transported in a protective manner is important.
- Replacing lost items and damaged accessories (cables, chargers, devices, cases, or other accessories). The school will replace the item and invoice the family.
- Fully covering repair costs for intentionally damaged devices.

Repair Costs:

The estimated replacement costs for some damages and repairs are found in Section 1.1.

Repair Scenarios:

1. **1st accidental break:** Parents consulted with possible repair paid by school, loaner device provided, repaired device returned promptly. A decision would be made by the school and parent as to who pays the repair.
2. **1st intentional break:** Repair paid by student, no loaner device provided (exceptions at administration's discretion), device returned after payment.
3. **2nd or further accidental breaks:** Repair paid by student, no loaner device provided (exceptions at administration's discretion), device returned after payment.
4. **2nd or further intentional breaks:** Repair paid by student, no loaner device provided (exceptions at administration's discretion), device returned after payment.

Student Responsibilities During Repairs:

When a device requires repair, students are expected to:

- Notify parents/guardians about the repair and ensuing bill.
- Make payment to the school office promptly.
- If the break was intentional or a second break, students may work with pen and paper until repair and payment are completed (exceptions determined by administration).
- Inform teachers of any necessary adjustments to assignments.

Repair turnaround time is typically 1-2 days.

Examples:

- *Accidental breaks*: Device in a backpack, tripping, stepping on the device, dropping from a counter or desk.
- *Intentional breaks or damage*: Deep scratches inconsistent with normal wear, extreme bending, throwing the device, any damage admitted to being intentional by a student.

Understanding these responsibilities will help ensure the smooth functioning of devices and minimize disruptions in learning.

8.3 Claim

In the event that a district-issued device is stolen or damaged due to fire, students or parents are required to file a police or fire report. A copy of the report must be submitted to the Principal's office before a replacement device can be provided. To enhance awareness about district-owned equipment, the Rockford School District will collaborate with the schools' Resource Officers to notify the sheriff's department of the situation.

9.0 Common Questions

Question: Does the school district encourage the use of BYOD (bring your own device)?

Answer: The Rockford School District is not endorsing a BYOD in lieu of receiving a district issued device for several reasons:

1. **Equity and Accessibility:** BYOD programs can exacerbate existing disparities in technology access among students. Not all students may have access to their own devices, leading to inequalities in learning experiences and potentially hindering those without devices.
2. **Consistency:** Using a variety of different devices can make it challenging for teachers to provide consistent learning experiences and technical support. Compatibility issues, different software versions, and varying capabilities of devices can complicate lesson planning and troubleshooting.
3. **Security:** When students bring their own devices, there's a risk of introducing potentially harmful software, viruses, or security vulnerabilities into the school's network. Maintaining a secure digital environment becomes more complex when numerous devices are involved.
4. **Digital Divide:** A BYOD program can deepen the digital divide by allowing students with more advanced devices to access educational resources and applications that might not be available to those with older or less capable devices.
5. **Distractions:** BYOD programs can lead to increased distractions in the classroom, as students may use their personal devices for non-educational purposes during class time.
6. **Privacy Concerns:** Using personal devices can raise privacy concerns, as school staff may have limited control over the content accessed on students' devices. This can potentially lead to inappropriate content being displayed or shared within the school environment.
7. **Technical Support:** Managing a variety of different devices can strain the school's technical support resources. Troubleshooting issues on a wide range of devices can be time-consuming and complex.

8. **Policy and Regulation:** Schools need clear policies for device use, internet access, and data security. Implementing these policies consistently across various personal devices can be challenging.
9. **Teacher Training:** Teachers need training to effectively integrate technology into their teaching. Dealing with a variety of devices may require additional training and professional development.
10. **Liability:** Schools may be held liable for any damage, loss, or theft of personal devices brought to school premises. This could create legal complications.

It's important for a school district to carefully evaluate the benefits and challenges of a BYOD program and consider whether the potential educational gains outweigh the potential drawbacks. The 1:1 program at Rockford Area Schools is relatively new and the district is still learning the long-term viability and use of the 1:1 device and learning whether or not to implement a full or limited BYOD program.

Question: Does the school district have an insurance program for devices?

Answer: At this time the district does not have an insurance program available for parents. The district is in the process of analyzing costs and may offer a program in the future. The district is currently trying to recycle and reuse the parts from the discarded chrome books and other devices to offset the cost of purchasing parts. The district does this to reduce costs that may need to be recovered by invoicing students, parents or guardians assigned the devices.

Question: What if a student experiences technical issue?

Answer: When technical issues arise, teachers are aware that such challenges are a natural aspect of using technology, and students should not face penalties due to these issues. Additionally, there are no restrictions preventing students from downloading assignments at school or home and printing them on paper. Teachers should not prevent students from choosing to complete assignments using paper.

Students will receive instruction in basic device troubleshooting to equip them with foundational skills. Students should have a grasp of these troubleshooting techniques. If a student encounters device problem beyond these basics, they should seek assistance from the Media Center or the Technology Services Department.

In certain cases, a student might need to temporarily exchange their device for a loaner during the day. However, given that all work should be saved to Google Drive, this switch should not disrupt the student's access to their work. It's crucial that students understand this, as it ensures their work remains accessible and uninterrupted.

Question: What if I forgot my password or username?

Answer: The student can talk with their teacher to resolve the issue. The student may be sent to the Technology Services Office for additional help in resetting user names or passwords.

Question: How should the camera and microphone be used on my device?

Answer: The use of microphones and cameras on Chromebooks or other devices is an integral aspect of modern learning. These features enable interactive and collaborative experiences, enhancing the educational process. To ensure a respectful and safe environment for all, the following guidelines are provided:

1. **Educational Use:** Microphones and cameras should be used for educational purposes only, as directed by teachers and in alignment with the curriculum.
2. **Privacy and Respect:** Students must be mindful of their surroundings when using microphones and cameras. Ensure that unintended or private content is not shared inadvertently.
3. **Consent:** When participating in live video sessions, students should be aware that their video and audio may be visible and audible to the entire class. By joining the session, students provide implied consent for their video and audio to be shared in the virtual classroom environment.
4. **Engagement:** During virtual classes, students are encouraged to engage actively by using cameras and microphones, as appropriate. This promotes a sense of connection and participation within the virtual classroom.
5. **Camera Etiquette:** Whenever possible, use appropriate backgrounds during video sessions. Ensure that the camera's focus is on the student and their learning environment.
6. **Muting:** When not actively participating, students are encouraged to mute their microphones to minimize background noise and distractions.
7. **Unauthorized Use:** Recording or capturing class sessions, including images, audio, or video, without explicit teacher permission is prohibited.
8. **Reporting Concerns:** If students encounter any inappropriate or concerning use of microphones or cameras, they should immediately report it to a teacher or school staff member.

By adhering to these guidelines, students contribute to a positive and effective online learning environment while respecting the privacy and rights of all participants.

Question: How will students save materials and projects?

Answer: Rockford School District utilizes Google for Education to help provide a framework of programs and support including Google Email and Drive. This is the primary source of storage

for students. A couple other school-issued programs that contain storage are Adobe Creative Suites and Microsoft Office 365.

Question: Are programs used for curriculum vetted for use?

Answer: Yes, the program allowed for use in curriculum and instruction are listed on the school website. These are referred to as Digital Tools and can be located by clicking "Digital Tools."

Question: Can I use my personal and district assigned devices whenever I want in school?

Answer: The building Principal's may have an established best practice in place with regards to electronic devices during instructional time. The Principal may post this practice in the school's handbook or in other written form. In Rockford School District, teachers have the authority to decide whether electronic devices can be used during instructional periods. It's important to honor and comply with the instructions provided by each teacher. If a teacher permits the use of electronic devices, it's crucial to observe the following guidelines:

1. **Adherence to Policies:** Users must strictly follow district policies while using electronic devices.
2. **Educational Purposes:** Devices should be utilized solely for educational activities and purposes, as directed by the teacher.
3. **Minimized Distractions:** It's essential that device use does not create distractions or disruptions within the learning environment.
4. **In-Class Use:** Unless otherwise authorized by school personnel, electronic devices should only be used within the classroom during instructional time.

Teachers' decisions regarding the use of electronic devices are made to ensure effective learning and minimize disruptions. By adhering to their guidance and observing these guidelines, we contribute to a positive and focused educational environment.

Question: How do I connect to the internet off campus?

Answer: To connect a Chromebook to the internet at home, you can follow these steps:

1. **Power On:** Turn on your Chromebook if it's not already powered on.
2. **Wi-Fi Icon:** In the bottom-right corner of the screen, you'll see the network icon. It looks like a series of bars or a Wi-Fi symbol. Click on this icon.
3. **Networks Available:** A list of available Wi-Fi networks will appear. Locate your home Wi-Fi network from the list.
4. **Select Network:** Click on your home Wi-Fi network's name.

5. **Enter Password:** If your Wi-Fi network is secured (requires a password), a pop-up window will appear asking you to enter the network password. Type in the password accurately.
6. **Connect:** After entering the password, click the "Connect" button.
7. **Connected:** Once successfully connected, the network icon will change to show that you're connected to the internet.

Your Chromebook is now connected to your home Wi-Fi network, and you should be able to browse the internet and use online services. Remember that you'll need the correct Wi-Fi password to connect to a secured network.

If you have trouble connecting, make sure you're entering the correct password and that you're within range of your Wi-Fi router. If you continue to have issues, you might need to troubleshoot your Wi-Fi connection or contact your internet service provider for assistance.

Question: What if I don’t have internet at home?

Answer: If you don't have internet access at home, there are still a few options to consider for using your Chromebook:

1. **Offline Mode:** Many Chromebook applications and tools can work in offline mode. You can work on documents, read e-books, and use certain applications without an active internet connection. Any changes you make will be synced once you're back online.
2. **Public Wi-Fi:** You might be able to find public Wi-Fi hotspots in your area, such as libraries, cafes, community centers, or even some public parks. Be cautious about using public Wi-Fi for sensitive activities and always prioritize your online safety.
3. **Mobile Hotspot:** If you have a smartphone with a data plan, you can enable mobile hotspot functionality. This turns your phone into a Wi-Fi hotspot, allowing your Chromebook to connect to the internet through your phone's data connection. Keep in mind that this could use a significant amount of data from your mobile plan.
4. **School or Community Resources:** Check with your school counselor, the district’s Technology Services Office or local community organizations. They might have resources available to help students access the internet.
5. **Internet Service Assistance Programs:** Some internet service providers help provide programs for low-income households, providing affordable internet access to students and families. Check with local ISPs to see if you're eligible for such programs.

   To find the most accurate and current information, you can visit the following websites:

   FCC Lifeline Program: Visit the FCC's Lifeline Program page for detailed information about the program, eligibility criteria, and application process: FCC Lifeline Program

USAC Lifeline Program: The Universal Service Administrative Company (USAC) administers the Lifeline program. You can visit their website for application information and resources: USAC Lifeline Program

National Verifier: The National Verifier is a tool used to determine Lifeline eligibility. You can find more information about the National Verifier on the USAC website: National Verifier

It's important to communicate with your teachers and school if you don't have reliable internet access at home. They might be able to provide alternative assignments or offer solutions to support your learning.

10.0 Parents' Guide

Online Safety and Digital Citizenship Resources

Cyber Safety Guide for Parents

Ensuring the safety of our students in the digital world is a shared responsibility. As parents and guardians, you play a vital role in helping your child navigate the online landscape safely and responsibly. This guide provides essential tips and strategies to promote cyber safety for your child:

1. **Open Communication:**
    - Establish an open and ongoing dialogue with your child about their online activities.
    - Encourage them to share their experiences, concerns, and any online interactions that make them uncomfortable.
2. **Set Ground Rules:**
    - Establish clear guidelines for screen time, device usage, and online activities.
    - Define appropriate online behavior, including treating others with respect and refraining from sharing personal information.
3. **Educate About Privacy:**
    - Teach your child to safeguard their personal information, including full name, address, school, phone number, and passwords.
    - Remind them that not everyone online may be who they claim to be.
4. **Monitor Online Activities:**
    - Regularly review your child's online profiles, social media accounts, and friend lists.
    - Keep an eye on the websites, applications, and games they use.

5. **Use Parental Controls:**
    - Utilize device and app-specific parental controls to manage and limit your child's online experiences.
    - Consider software that filters content, sets time limits, and monitors online activities.
6. **Teach Critical Thinking:**
    - Help your child develop critical thinking skills to evaluate information and identify potential online threats.
    - Discuss the importance of verifying information before sharing or believing it.
7. **Encourage Reporting:**
    - Let your child know they can come to you with any concerns about online interactions or content.
    - Teach them how to report inappropriate behavior or content on websites and applications.
8. **Be a Role Model:**
    - Demonstrate responsible online behavior in your own interactions and discussions.
    - Model appropriate screen time management and digital etiquette.
9. **Online Friendships:**
    - Advise your child to only accept friend requests or connections from people they know in real life.
    - Discuss the potential risks of communicating with strangers online.
10. **Cyberbullying Awareness:**
    - Teach your child about cyberbullying and what to do if they encounter it.
    - Encourage them to report any instances of cyberbullying to you or a trusted adult.

By actively engaging in your child's online experiences and equipping them with the tools to navigate safely, you empower them to make responsible decisions in the digital world. Remember that fostering open communication and trust is key to creating a positive and secure online environment for your child.

There are several websites that provide valuable resources and information to support parents in promoting cyber safety for their children. Here are a few trusted websites that offer tips, guides, and tools for parents:

1. **Common Sense Media:** Common Sense Media offers a variety of resources to help parents navigate the digital world with their kids. They provide reviews of applications, games, and movies, as well as articles on topics related to online safety and digital citizenship. Website: Common Sense Media
2. **ConnectSafely:** ConnectSafely is a non-profit organization dedicated to promoting online safety. They offer resources for parents, educators, and teens, covering topics like social media, cyberbullying, and privacy. Website: ConnectSafely
3. **National Online Safety:** This organization provides a range of online safety resources and courses for parents and educators. They cover topics such as social media platforms, online gaming, and cyberbullying. Website: National Online Safety
4. **Family Online Safety Institute (FOSI):** FOSI offers guides and resources to help families navigate the digital world safely. They cover topics like screen time management, online privacy, and digital well-being. Website: Family Online Safety Institute
5. **StaySafeOnline:** Managed by the National Cyber Security Alliance, StaySafeOnline provides resources for families, educators, and businesses to enhance online safety. They offer tips, videos, and guides for parents. Website: StaySafeOnline
6. **NetSmartz Workshop:** Created by the National Center for Missing & Exploited Children, NetSmartz Workshop offers resources and interactive activities to educate kids and parents about internet safety. Website: NetSmartz Workshop
7. **Google Family Safety Center:** Google's Family Safety Center provides tools and tips to help families stay safe online. They offer resources on online privacy, managing screen time, and safe online communication. Website: Google Family Safety Center
8. **SANS Institute –** The Sans Institute promotes several ways to stay safe online. They work to help spread security awareness programs that can be used in your home. Website: SANS Institute – Secure the Family

These websites offer a wealth of information, guides, and tools that can help parents navigate the digital world with their children and promote a safe and responsible online experience. Always ensure to explore and evaluate the content on these websites to find the information that suits your specific needs.

Annexes

Annex A: 1:1 District-Issued Device Policies, Guidelines, & Agreement Forms

Permission Form for Access to Technology - Rockford School District 883

Signing this form gives permission for my enrolled child or children to access and use electronic technology provided by the Rockford School District for educational purposes. I understand and agree to the following terms and conditions:

1. **Educational Use:** I acknowledge that access to technology in the Rockford School District is intended for educational purposes and opportunities. I understand that all use of Rockford School District's electronic technology must align with educational programming and curriculum.
2. **Compliance with Guidelines:** My child agrees to comply with all district guidelines, policies, and agreements regarding the use of electronic devices provided by the Rockford School District.
3. **Ownership and Review:** I acknowledge that the school-issued device is the property of the Rockford School District. I understand that the district reserves the right to review or seize the device at any time.
4. **Privacy Expectations:** I understand that my child should have a limited to minimal expectation of privacy for materials or activity on the school-issued device. I am aware that the district may access and monitor device usage as needed to follow the Federal and State rules and regulations.
5. **Guideline Compliance:** I acknowledge that failure to comply with the Rockford School District - 1:1 District Issued Device Handbook, as well as all district policies including District Policy 524 Internet Acceptable Use and Safety Policy, District Policy 514 Bullying Prohibition, and District Policy 506 Student Discipline, may result in consequences including the loss of privilege to take the device home, use the school-issued device, or other appropriate disciplinary actions.

By signing this permission form, I affirm that I have read and understood the terms and conditions outlined above. I agree to ensure my child's compliance with these guidelines and to support their responsible and educational use of electronic technology provided by the Rockford School District.

Parent/Guardian Name: _____

Parent/Guardian Name: (Signature) _____ Date: _____

Student Name: _____ School: _____

Grade: _____ Date: _____

Student Signature: _____

I have read all the policies and guidelines in the Rockford School District - **1:1 District Issued Device Handbook.** I understand my responsibilities as a parent/guardian. I authorize Rockford School District - 883 to allow my student access to educational applications which may require a minimum age of 13 years or older.

Parent/Guardian Name:_____
Parent/Guardian Signature:_____
Date:_____

Annex B: Rockford Area Schools Digital Learner Pledge Form

Digital Learner Pledge Form

I understand the importance of responsible and respectful use of technology as a digital learner. I commit to uphold the following principles to ensure a positive and productive digital learning experience:

1. **Respectful Communication:**
    - I will communicate online with kindness, respect, and empathy, just as I would in person.
    - I will avoid using language or behavior that may hurt, insult, or offend others.
2. **Privacy and Personal Information:**
    - I will not share personal information, such as my full name, address, phone number, or passwords, online without permission.
    - I understand that what I post online can be seen by others, and I will be cautious about sharing private details.
3. **Cyberbullying Prevention:**
    - I will not engage in cyberbullying or any form of online harassment.
    - I will report any instances of cyberbullying or inappropriate behavior I come across.
4. **Intellectual Property and Citations:**
    - I will respect copyright laws and give proper credit when using others' work, images, or content.
    - I will create and share original content, giving credit when I use someone else's work.
5. **Digital Safety and Security:**
    - I will keep my passwords secure and not share them with anyone.
    - I will be cautious about clicking on links or downloading files from unknown sources.
6. **Device and Screen Time Balance:**
    - I will use technology for educational purposes and manage my screen time to maintain a healthy balance between online and offline activities.

- I will take good care of my device and accounts.
- I will not leave my device unattended.
- I will charge the devices battery so it is ready for class.
- I will be responsible for all damages or loss caused intentionally or by misuse or abuse.
- I agree to return the device, the charger and other accessories in good condition.
- I will not deface the device or place inappropriate decorations on the device.
- I will not deface or remove the serial number or inventory stickers on the device or accessories.

7. **Responsible Research and Information Evaluation:**
    - I will critically evaluate online information to ensure its accuracy and reliability before using it for my assignments.
8. **Online Etiquette:**
    - I will follow the guidelines set by my school and educators for online participation, discussions, and assignments.
    - I will adhere to appropriate netiquette and refrain from disruptive or inappropriate behavior online.

By signing this pledge, I commit to being a responsible digital learner and contributing to a positive online environment for myself and others. I understand that my actions in the digital world reflect on me and the values of our learning community.

Student Name: _____

Student Signature: _____

Date: _____

School: _____

Grade: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

Please keep this pledge form as a reminder of your commitment to responsible digital learning**.**

NOTES:

Reviewed by: Jeff Kienitz, Director of Technology

Written/Revised: August 2023

Outside Sources accredited with the formation of this handbook:

Hegna, Jen (Byron Public Schools) 1:1 District Issued Handbook, August 2023, Google Drive Shares

Samek, Joseph (Elk River Public Schools) 1:1 Chromebook Flyer and 1:1 Key Resources for planning 1:1 Rollout, August 2023, Google Drive shares

ChatGPT by OpenAI (chat.openai.com) used for clarification with grammar and structure, last updated September 2021.

Rockford Area Schools

presented by,
Jeff Kienitz, Director of Technology

August 21, 2023

#ROCKETS883



Agenda: Technology Goals and Objectives

Welcome - Introduction and Framework of Discussion

- **Presentation of Draft 1:1 Device Handbook**.
- **Continued Discussion of 5 Year Technology Planning**
- **Budget Timeline to Support Technology Planning**
- **Brief Update on Current Projects**
- **Inter-Agency support highlights -** ECMECC - Data Governance
- **Review and Comment -**

1:1 District Issued Device Handbook.

Site: https://www.rockford.k12.mn.us/district/departments/technology/techplan

- Draft sent to District Admin Team, Counselors, Coordinators, Technology Staff and some others for initial review.
- Published on School website: August 18th
- Will be sent to all staff during week of August 22nd.
- Permissions and documents made available to parents starting next week.
- Needs to built into Infinite Campus.

1:1 Handbook

Strives to provide a basic framework regarding 1:1 use at Rockford Area Schools.

Basics on:

1.0 Receiving
2.0 Care for the Device
3.0 Taking Care of the Device
4.0 Managing Your Files
5.0 Applications Installed
6.0 Acceptable Use
7.0 Protecting and Storing Your Device
8.0 Repairing or Replacing Your Device – Attention given to Costs.
9.0 Common Questions
10. Parent's Guides
11. Forms

Technology Planning

- A draft 5 year Technology Plan was presented and discussed at the April School Board Meeting

- This draft was also shared with the District Admin Team and other stakeholders.

- This plan is considered a ”living” document in that it is reviewed periodically and amended to fit changes in financial and educational conditions.

- Discuss Highlight of changes from the Draft
  1:1 content area
  Innovation

- Intent is to remove Draft insignia and move forward with planning and intent

Budget timeline

Budget basics over 5 years –

- Does not include general services like copiers, phones, Infinite Campus, SMART
- This budget highlights a need for capital investment
- This does not include salaries, additional tech services (on site people)

	2024 COST	2025 COST	Amount	2026 COST	Amount	2027 COST	2028 COST	COST	units	
1:1 device	**Amount: 110**		**Amount 1008**		$302,400.00	**Amount: 616**		$184,800.00	$520,200.00	1734
Google	$7,012.50		$7,012.50		$7,012.50		$7,012.50	$7,012.50	$35,062.50	
Aristotle	$12,500.00		$12,500.00		$12,500.00		$12,500.00	$12,500.00	$62,500.00	
Repairs	$15,000.00		$15,000.00		$15,000.00		$15,000.00	$15,000.00	$75,000.00	692,762.50
Interactive		44	$140,000.00						$140,000.00	140,000.00
Phone			$300,000.00						$300,000.00	
E-911	$15,192.00								$15,192.00	
annual	$15,536.16		$15,536.16		$15,536.16		$15,536.16	$15,536.16	$77,680.80	392,872.80
PA					$426,800.00				$426,800.00	426,800.00
servers			$8,000.00		$8,000.00		$8,000.00	$100,000.00	$124,000.00	
SAN							$30,000.00	$30,000.00	$60,000.00	
Micro Licensing	$6,577.00		$6,577.00		$6,577.00		$6,577.00	$6,577.00	$32,885.00	
Backup	$1,800.00		$1,800.00		$1,800.00		$1,800.00	$1,800.00	$9,000.00	
VMWare	$3,400.00		$3,400.00		$3,400.00		$3,400.00	$3,400.00	$17,000.00	242,885.00
laptops								$170,000.00	$170,000.00	
desktops	$22,500.00		$22,500.00		$22,500.00		$22,500.00		$90,000.00	260,000.00
Wireless	$23,500.00				$23,500.00				$47,000.00	
AP							$112,621.60		$112,621.60	159,621.60
Cameras	$66,000.00		$66,000.00		$66,000.00		$66,000.00	$66,000.00	$330,000.00	330,000.00
Cyber										
training	$1,500.00		$1,500.00		$1,500.00		$1,500.00	$1,500.00	$7,500.00	
audit	$10,000.00		$10,000.00		$10,000.00		$10,000.00	$10,000.00	$50,000.00	
end poimt	$7,000.00		$7,000.00		$7,000.00		$7,000.00	$7,000.00	$35,000.00	
phish	$6,500.00		$6,500.00		$6,500.00		$6,500.00	$6,500.00	$32,500.00	
internet	$12,500.00		$12,500.00		$12,500.00		$12,500.00	$12,500.00	$62,500.00	
hot spot	$2,000.00		$2,000.00		$2,000.00		$2,000.00	$2,000.00	$10,000.00	
zayo	$5,000.00		$5,000.00		$5,000.00		$5,000.00	$5,000.00	$25,000.00	
audit	$10,000.00		$10,000.00		$10,000.00		$10,000.00	$10,000.00	$50,000.00	
auvik	$1,000.00		$1,000.00		$1,000.00		$1,000.00	$1,000.00	$5,000.00	277,500.00
Innovation	$20,000.00		$20,000.00		$20,000.00		$20,000.00	$20,000.00	$100,000.00	100,000.00
Wired Network			$240,000.00		$100,000.00				$340,000.00	
cable			$20,000.00		$20,000.00		$20,000.00		$60,000.00	400,000.00
	$297,517.66		$673,825.66		$986,525.66		$561,247.26	$503,325.66	$3,422,441.90	3,422,441.90

Budget Timeline

2024	2025	2026	2027	2028	SUM
$297,517.66	$673,825.66	$986,525.66	$561,247.26	$503,325.66	$3,422,441.90

1:1	$692,762.50
Interactive Boards	$140,000.00
Phone/911	$392.872.80
PA system	$426,800.00
Server Operations	$242,885.00
Desktop/Device	$260,000.00
Wireless	$159,621.60
Cameras	$330,000.00
Cyber Operations	$277,500.00
Repair/Renovate	$100,000.00
Wired Network	$400,000.00

Brief update on Projects

Athletic Fields: Cable installed – next week hardware installation.

1:1 Deployment – HS day 1, MS – week 2, Grade 5 cart and REAMS - carts

Clever Touch Boards installed into RMS

Copier Contract – changed copiers (cost reduction)

Infinite Campus improvements:

- **ACT, MCCC, Perkins, Early Childhood, STAR and Ed-Fi data improvements.**
- **Transportation data to Parent Portal**
- **Food Service changes to reflect statute changes**
- **Tableau data to staff**
- **Alignment of Behavioral data**
- **Merged RMS into one calendar**

Human Resources

- **PAF program initiated**
- **Vector/Safeschools training with KnowBe4 phishing**
- **Time Clock system changes**
- **Postings – Frontline changes**

Data Governance – Information Security

Partnered with the East Central Minnesota Education Cable Cooperative(ECMECC) to provide

- Risk assessment services
- Cybersecurity training with regular in person meetings
- Security Scans more than semi-annually
- Annual Assessments

- Malicious Domain Blocking and Reporting (MBDR) services (federal – MS-ISAC)

- Hotspots update - reduction

ECMECC Making Great Things Happen for Students


ROCKFORD AREA SCHOOLS
A TRADITION OF EXCELLENCE
1856
ISD 883
A LOVE OF LEARNING
ROCKFORD • GREENFIELD • CORCORAN

Thank You.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Annual Review of Select Policies - First Reading

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: July 26, 2023

X	Information	X	Briefing		Action		Enclosure Item(s)

Per policy 208, the school board shall review the following policies annually, this is a first reading.

410	Family and Medical Leave Policy	Last Revised 9/19/22
413	Harassment and Violence	Last Revised 3/21/22
414	Mandated reporting of child Neglect or Physical or Sexual Abuse	Last Revised 9/20/21
415	Mandated reporting of Maltreatment of Vulnerable Adults	Last Revised 9/19/22
506	Student Discipline	Updating as part of Legislative Changes
514	Bullying Prohibition	Updating as part of Legislative Changes
522	Title IX Sex Nondiscrimination policy, Grievance procedure and process	Last Revised 11/21/22
524	Internet Acceptable Use and Safety Policy	Updating as part of Legislative Changes
616	School District System accountability	Updating as part of Legislative Changes
806	Crisis Management Policy	Updating as part of Legislative Changes

Adopted: 01/08/01 *Orig. 1995*
Reviewed: 2015, 2021
Revised: 06/20/16

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

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

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service

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

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military

member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address parental care needs; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

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

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank,

or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

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

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

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

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

district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

14. Employees returning from a leave permitted under this policy are eligible for

reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after

placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A. 7., IV.A. 10., IV.A. 12., IV.A. 13., and IV.A. 14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

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

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if

the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

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

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

VII. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

B. This policy will be reviewed at least annually for compliance with state and federal law.

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

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

Adopted: 01/08/01 *Orig. 1995*
Reviewed: 2017, *2021*
Revised: 07/23/18, 3/21/2022

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of 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 Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's 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 Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel 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:

a. a physical, sensory, or mental impairment that materially limits one or more major life activities; of such individual;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

a. their parent or parents or the minor's legal guardian; or

b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means 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 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 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 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;

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 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 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 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 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 (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)
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)
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: 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. 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 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 (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 maltreated, or has been 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, or other care required for the child's physical or mental health when reasonably able to do so;

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 as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for 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, 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 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 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.

G. "Nonmaltreatment mistake" 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. "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 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 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 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 that were not prescribed for the child by a practitioner, in order to control or punish the child, or 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.

J. "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 maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "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.

L. "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 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 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.

IV. REPORTING PROCEDURES

A. A mandated reporter shall immediately report the information 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. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment 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. 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. Knowingly or recklessly making a false report also may result in discipline.

[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 maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of maltreatment for the purpose of gathering 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 school official. The investigating agency, <u>not</u> 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 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 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 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)
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: 01/08/01 *Orig. 1995*
Reviewed: 2015, 2021
Revised: 06/20/16

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.

B. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

C. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any

action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat § 626.5572, Subd. 2.

E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.

I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks where appropriate.

B. The school district will develop a method of discussing this policy with employees where

appropriate.

C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

Adopted: NEW *Orig. 1995*
Reviewed: 2020, 2021,2022
Revised: 9/14/2020, 11/21/2022

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 Code of Federal Regulations Part 106. These regulations, which went into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 Code of Federal Regulations § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private

setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Human Resources Department, 6051 Ash St. Rockford, MN 55373
Phone: 763-477-9165, Fax: 763-477-5833

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

E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

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

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

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

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

E. "Education program or activity" means locations, events, or circumstances for which the

school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

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

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

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a

person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

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

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The

investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

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

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint, or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. <u>Equitable Treatment</u>

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

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

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

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the

school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

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

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors,

witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

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

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

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

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

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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

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

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

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

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the

date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

   a. The school district undertakes an individualized safety and risk analysis;

   b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

   c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the

Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

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

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

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

D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal

resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

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

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

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

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

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

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

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensins and Standards Board

concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

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

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

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

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

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

XI. APPEALS

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

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

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

outcome.

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

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

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

XII. RETALIATION PROHIBITED

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

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

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

XIII. TRAINING

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

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

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

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

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

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

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

1. The name or title, office address, electronic mail address, and telephone

number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Policy Update – First Reading

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: July 26, 2023

X	Information	X	Briefing		Action		Enclosure Item(s)

Below is a summary of the changes to policies 515 and 902. This is a **first read** of the following policy:

515	Protection and Privacy of Student Records	Change to information considered to be directory
902	USe of School District Facilities and Equipment	Updated Fees

Adopted: 11/09/01 *Orig. 1995*
Reviewed: 2013
Revised: 04/18/16, 9/19/2022, 8/21/2023

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 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act) (FERPA) 34 Code of Federal Regulations. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 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 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, Internet, or other electronic 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

~~1.~~ "Directory information," under federal law, means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, 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. a student's social security number;

~~2.~~b. 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.~~c. 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.~~d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. ~~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.

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

[Note: The federal definition includes all of the types of information specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.

The Minnesota definition imposes additional restrictions upon the types of information that may be designated as directory

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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 who 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.]

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E. Education Records

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

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

   a. Records of instructional personnel that are:

      (1) kept in the sole possession of the maker of the record; and

      (2) used only as a personal memory aid;

      (3) not accessible or revealed to any other individual except a temporary substitute teacher; and

      (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, 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, 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 after an individual 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. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

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

H. Juvenile Justice System

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

I. 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;

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.

J. 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.

K. 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.

L. 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.

M. Responsible Authority

"Responsible authority" means ***District Superintendent*** and ***Building Principal***.

N. 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.

O. 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.

P. 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.

Q. 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 Code of Federal Regulations section99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy 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 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, 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 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 United States Code section2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 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 Statutes, section 260B.171, 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 Statutes, section 260B.171, 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;

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 25 United States Code section 5304)who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such 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~~Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

a. Minnesota Statutes, section 13.32, subdivision 5; and

b. United States Code, title 20, section 1232g, and Code of Federal

Regulations, title 34, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].

~~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. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2.~~1.~~ The school district shall ~~Annually~~ give annual ~~public~~ notice by any means that are reasonably likely to inform the parents and eligible students of:

a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in 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 Statutes, 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 Statutes, ~~C~~chapter 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 Statutes, ~~C~~chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, cChapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or 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 Statutes, 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 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;

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 United States Code section14071. 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.

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 Code of Federal Regulations section99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 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 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 Code of Federal Regulations section 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. United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

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 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 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 superintendent's office.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
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 (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, subds. 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. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
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.* (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. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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)

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MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: 2/10/03 *Orig. 1995*
Reviewed: 2012
Revised: 3/19/18, 12/20/2021, 09/18/2023

902R USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community and employee use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

It is the policy of Rockford Area Schools to make available the use of school facilities primarily by citizens of the district to *promote educational, recreational, cultural, and civic activities.* The implementation of this policy requires both individual and community cooperation. School facilities rules and regulations under this policy shall apply to all property owned and managed by the school district and shall be in effect at all times when the school property is not in use for regular educational programs. Users are broken down into five different classifications. (See addendum for classifications.)

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration and collection of fees shall be the responsibility of the school district administration. The Board authorizes $5 from each 1.5 hour practice charge to go towards the district's capital improvement fund.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services, utilities and maintenance that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities, as it deems appropriate.

B. Requests for use of school facilities by community groups, individuals, or employees shall be made through the **Facility Coordinator** office. The administration will present recommended procedures for the processing and review of requests, including the district employee waiver form, to the school board. (See Rental of Facilities process.)

C. The school board may require a rental fee for the use of school facilities. Such fee may include

the cost of custodial and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule and payment procedure shall be presented for review and approval by the school board every two years.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized and the manner by which it may be scheduled for use and any charges to be made relating thereto.

VI. RULES FOR USE OF FACILITIES, EQUIPMENT,-AND DISTRICT VEHICLES

A. The school board expects members of the community and employees who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Groups, individuals, and employees shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. (See posted rules and regulations.)

B. The school board reserves the use of school district-owned vehicles and specialized equipment to be authorized by the Director of Buildings and Grounds. This includes the use of motorized vehicles including but not limited to: floor scrubbers, golf carts, gators, UTV's, district vehicles, etc.

C. Any community group that would like to use their own equipment (this includes their own vehicles, UTV's, gators, or specialized vehicles) on any district fields or property must receive authorization from the Director of Buildings and Grounds and Rental coordinator.

D. If an employee is authorized to drive any district-owned vehicle by the Director of buildings and grounds they must provide a copy of their driver's license for a background check from the district insurance company and authorized to use a district-owned vehicle from the insurance company, the employee must sign a release form obtained by the Director of Buildings and Grounds and return it before use.

E. Certain events may require custodial/maintenance overtime. Custodial services will be assigned as needed at the user's expense.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)
MSBA/MASA Model Policy 901 (Community Education)

Policy 902R
User Group Definitions Addendum

Priority for use:
To make maximum use of school facilities with minimal conflict, it is necessary to arrange groups on a priority basis. Groups using the facilities will be classified as Class I through Class V with Class I having highest priority for use when developing the master calendar. Thereafter, priority is on a first-come, first-serve basis by classification.

The classification of the group organization is determined by its status and activity. The following classification criteria, listed in priority shall be followed for the use of all facilities.

***Please note: The Superintendent and Director of Community Education reserve the right to waive or charge certain costs due to unique circumstances. They also reserve the right to cancel any reservation. Any activity that may violate good morals, manners, or taste, or may be injurious to the buildings, grounds, or equipment will not be permitted.*

Class I-School Related
All directly related school activities outside of school hours such as musical events, PTO, parent advisory committee, athletic events, school productions, staff meetings, community education.

Class II- Public Agencies
Local community groups which are tax-supported (Elections, City, State Federal or municipal public hearings.)
*If use of facility is requested at a time it would not be supervised, a charge for personnel may be assessed.

Class III-In district non-profit organizations (consists of at least 75% RAS students/residents)
Youth Non-profit Organizations, Non-profit civic and service groups
*If use of facility is requested at a time it would not be supervised, a charge for personnel may be assessed.

Class IV- Non-Profit out of district groups
Individuals, groups, and organizations within the boundaries of School District #883.
*If use of facility is requested at a time it would not be supervised, a charge for personnel may be assessed.

Class V- Commercial or out of district groups
*If use of facility is requested at a time it would not be supervised, a charge for personnel may be assessed.

Rules and Regulations

1. A current certificate of liability insurance will be required confirming liability insurance in the minimum amount of $500,000 per person and $1,500,000 per occurrence. We also require that Rockford Area Schools be named as the certificate holder.

2. A current non-profit exemption certificate will be required for those that are filing for class III nonprofit classification.

3. Permit Holders are responsible for providing competent and adequate adult supervision for all activities at all times and enforcing facility use guidelines. Ratio to be 1 adult/20 children.

4. Custodial services will be assigned as needed at the user's expense.

5. All accidents/incidents must be reported to the Facilities Coordinator within 24 hours.

6. Facility or equipment breakage or repair needs must be reported to the site custodian and to the facilities coordinator. Damage to district property must be paid by the permit holder or their insurance carrier. The district is not responsible for loss or damage of personal items.

7. When school is closed due to inclement weather, power outages or other building emergencies, all facility use permits will be cancelled.

8. All groups will abide by the starting and ending times specified on the permit.

9. Only the rooms specified on the permit may be used. If additional rooms are used or equipment required, the billing will reflect this usage. It is the group's responsibility to see that the room or area that has been used is cleared after their activities. All chairs and tables must be returned, garbage picked up, etc. There may be a charge for repair or clean up.

10. School facilities will not be opened until the adult designated as the group supervisor presents him/herself to the custodian or other school personnel on duty and assumes responsibility for the group.

11. In accordance with state law, possession or consumption of intoxicating beverages or drugs in any form is prohibited on school premises. Rockford Area Schools is also Tobacco Free. Abusive and/or obscene language will not be tolerated.

12. Applicants for use must be at least 21 years of age.

13. The user agrees not to subcontract, assign, or sublet its right to use the facility pursuant to this agreement.

14. Failure to comply with the above rules will result in revoked privileges for using District buildings. Each contract holder will be allowed one warning from the Community Education Office for any violation of contract/facility rules and regulations. Second violations will result in lost privileges of District building use.

15. All ordinances and state laws and regulations of the police and fire departments must be observed.

16. The Board of Education, or designee, reserves the right to reject any or all applications and the right to rescind, modify, or amend any or all rules or to make exceptions.

17. School District policy prohibits all forms of sexual harassment and violence. In addition, gambling, drinking, smoking, or the possession of intoxicants and illegal chemicals in the school buildings or on school property is prohibited. These policies apply to anyone using school facilities. Copies of these policies are available in the School District's Business Office.

Rental of Facilities Process

- All non-school events request use of facility/grounds/equipment to the Facilities Coordinator by completing a permit form (permits are for a single use or a series of dates and will be held for one school calendar year ending June 30th)
- $10.00 permit fee required
- Each permit application must be submitted to the Facilities Coordinator at least 2 weeks prior to the rental date. Applications are processed on a first-come, space available basis.
- Upon approval, a facilities use agreement will be sent to the requestor. (Applicants must be minimum age of 21)
- A signed copy of the facilities use agreement must be returned to the Facilities Coordinator at least 48 hours before the event.
- The agreement and required insurance certificate are then forwarded to the business office.
- Upon completion of the event, the facilities coordinator will review the charges with the business office, and an invoice prepared and sent to the requestor.
- **Other:**

1) Permits are non-transferable as the user agrees not to subcontract, assign, or sublet its right to use the facility pursuant to the agreement.

2) Cancellations must be made at least 2 working days in advanced of scheduled use. Failure to notify will result in a charge of $25.00 plus any scheduling fees.

3) An approved permit shall not be considered by the holder as a lease and the School District reserves the right to cancel or revoke any permit at any time with or without cause. In the event of such a cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage, or expense whatsoever.

RATES *(Effective July 1, ~~2018~~2023)*

(Classification I and Classification II have no facility use fees/ except for staff/supplies that may be needed exclusively for the event)

*SC= Special Contract	Class III	Class IV	Class V
Space	*Charges are hourly unless otherwise noted.*		
Classroom	$~~10~~12	$~~15~~17	$40
Media Center	SC	SC	SC
Computer Lab	SC	SC	SC
Café/Commons	$15	$~~20~~25	$80
RCC rooms	$~~10~~12	$~~15~~17	$40
Dance Studio	$~~5~~10	$~~15~~20	$~~30~~40
Fieldhouse	$~~195~~ 300 day	$~~250~~ 400 day	$~~650~~ 600day
Courts	$~~8~~12	$~~20~~25	$~~40~~50
Wrestling room	$~~8~~12	$~~15~~25	$~~40~~50
Locker rooms	$~~20~~ 50 day	$45	$60
Gym	$~~100~~ 200 day	$~~160~~ 300 day	$~~380~~ 500 day
Fields (Soccer, football) per practice	$~~8~~12	$~~15~~25	$~~40~~50
Fields (bb, sb) per practice	$~~12.5~~17	$~~25~~35	$80
Fields (sb, bb) per game	$~~30~~ 50 game	$~~40~~ 60 game	$~~60~~ 80 game
Varsity BB	$20	$30	$80
Varsity BB games	$~~40~~ 60 game	$~~75~~ 85 game	$~~100~~ 110 game
Multipurpose stadium	$~~35~~45	$~~60~~75	$~~100~~125
Portion of stadium	$~~15~~20	$~~25~~30	$~~40~~50
Lights	$~~20~~30	$~~25~~50	$~~25~~70
Tennis courts (8)	$200 day	$~~225~~ 300 day	~~3$50~~$400 day
Auditorium rehearsal	$15	$~~30~~35	$~~50~~60
Auditorium performance	$40	$~~60~~ 70& SC	$~~100~~ 125 & SC
Dressing room	$5	$10	$30
Batting cages (each)	$~~10~~12	$~~20~~25	$~~25~~30
Pinwheel	$~~250~~ 350 day	$~~350~~ 450 day	$~~600~~ 750 day
MS field complex	$~~150~~ 250 day	$~~200~~ 300 day	$~~400~~ 550 day
Concession stand RCC	$~~5~~10	$~~10~~15	$~~20~~30
Concession outdoor	$~~5~~10	$~~10~~15	$~~25~~30
Concession stand RHS	$~~8~~10	$15	$30
Press Box	SC	SC	SC
Food trailer	SC	SC	SC
Tech/Equipment Fees			
Cordless Mic	$7	$10	$20
PA system	$7	$10	$20
Sound system	$15	$20	$65

Stadium scoreboard	~~$20~~SC	~~$30~~SC	~~$100~~SC
Stage lighting/sound	SC	SC	SC
LCD projector	$7	$15	$50
Commons projector	$100 day/ Min charge $50	$150 day/ Min charge $75	$200 day/ Min charge $100
Piano	$~~10~~15	$~~15~~20	$30
Risers (per section)	~~$6~~SC	~~$10~~SC	~~$15~~SC
TV/DVD	N/A	N/A	N/A
Chairs (rack of 40)	$~~15~~ 25 day	$~~40~~ 50 day	$~~40~~ 60 day
Tables (rack of 8)	$~~15~~ 25 day	$~~40~~ 50 day	$~~40~~ 60 day
Ice (training purposes)	$25 day	$30 day	$30 day
Other			
Supervisor	$~~25~~35	$~~25~~35	$~~25~~60/actual
Custodial	Flat $~~38~~ 45 hr	$~~38~~ 50 hr	$~~40~~ 60 hr
Tech staff	$~~15~~20/actual	$~~15~~30/actual	$~~15~~50/actual
Dumpster	actual	actual	actual
Snow removal	$~~38~~ 45 hr	$~~38~~ 50 hr	$~~40~~ 60 hr
Tournament rental (Class 3 only) (includes courts, locker rooms, concessions, commons, tables)			
RHS/RCC	$~~595~~ 795 day		
REAMS	$430 day		
SC= Special Contract			

Additional Costs:
Actual costs for any damages, custodial, technical, police, security, ticket takers, lining fields, and supervision will be assessed based on the amount of time and services required. There may be additional costs assessed for trash, sanitation, snow removal, supplies, additional mini-biff needs,-and HVAC needs. The facility use agreement will provide an estimate of costs. An invoice detailing the actual costs will be provided after the event.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Federal Policy Changes – First Reading

Meeting Date: August 21, 2023

Prepared by: Superintendent's Office

Date Prepared: July 26, 2023

X	Information	X	Briefing		Action		Enclosure Item(s)

Below is a summary of the changes of several policies. Some of the changes update references and commissioner titles. This is a **first reading** of the following policies:

102	Equal Educational Opportunity	Adds equal athletic opportunity paragraph
418	Drug-Free Workplace/Drug-Free School	Reflects Marijuana legalization *Education Program not required until 26-27 SY
419	Tobacco-Free Environment	Adds Loose tobacco/tribal ritual exception
424	License Status	Adds annual report to PELSB requirement
425	Staff Development	Adds paraprofessional paid orientation or professional development
507	Corporal Punishment and Prone Restraint	Adds Prohibitions article; prone restraint prohibition
513	Student promotion, Retention, and Program Design	Adds Gifted and Talented Student provisions; early admissions
516.5	Overdose Medication	Adds school district policy requirements and prescription authorizations
524	Internet Acceptable Use and Safety Policy	Adds cell phone provisions
532	Use of Peace Officers and Crisis Teams	Adds reasonable force provision
601	School District Curriculum and Instruction Goals	Adds definitions; updates WBWF plan; deletes obsolete provisions on reading
602	Organization of School Calendar and School Day	Adds E-learning provisions
603	Curriculum Development	Updates District Advisory Committee provisions; deletes curriculum development process
604	Instructional Curriculum	Updates required academic standards; prohibits curriculum discrimination/discipline
616	School District System Accountability	Deletes "graduation standards"; adds reports; updates District Advisory Committee provisions
618	Assessment of Student Achievement	Updates definitions

620	Credit for Learning	Removes online learning (see updated Policy 624); updates definitions; adds health care credit
621	Literacy and the READ Act (New)	New Policy on the READ Act requirements
624	Online Instruction (New)	New Policy on online instruction (policy number remains the same)
708	Transportation of Nonpublic School Students	Allows written plan for nonpublic pupil transportation
709	Student Transportation Safety Policy	Adds active transportation safety training requirements; adds Type III bus change
806	Crisis Management Policy	Adds active shooter drill requirements

Policies Pulled for further review at Policy committee meeting on September 25, 2023

506	Student Discipline	Adds substantial revisions: Non Exclusionary disciplinary practices, reasonable force, recess, etc.
509	Enrollment of Nonresident Students	Adds application provisions
514	Bullying Prohibition Policy	Adds malicious and sadistic conduct prohibition; updates General Policy Statement and Notice
534	School Meals Policy	Updates Policy to reflect new free meals law
613	Graduation Requirements	Updates definitions; adds ethnic studies course provision
617	School District Ensurance of Standards	Deletes Profile of Learning referance

Adopted: 11/4/99 *Orig. 1995*
Reviewed: 2017
Revised: 07/23/18, 2022, 8/21/23

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 students with disabilities.

B. The school district prohibits harassment and discrimination of any individual 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. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in

athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

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

~~F.~~G. Every school district employee shall be responsible for complying with this policy.

~~F.~~H. 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)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
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 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: 04/16/01 *Orig. 1995*
Reviewed: 2015
Revised: 07/23/18, 9/19/2022

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, or medical cannabis, nonintoxicating cannabinoids, ~~(including~~ edible cannabinoid products~~)~~, or controlled substances in any school location.

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

D~~C~~. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food

ingredients, and is not a drug.

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

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

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

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

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

~~H~~I. "Toxic substances" includes 1)glue, cement, aerosol paint frqwdlqlqj#wroxhqh/#ehq}hqh/#{|dnqh/#dp|d#qlwudwh/#exw|d#qlwudwh/#qlwurxv#r{lgh/#ru#frqwdlqlqj#rwkhu#durp dwlf#k|gurfduerq#vroyhqw/#exw#grhv#qrw#lqfoxgh#joxh/#fhp hqw/#ru#sdlqw#frqwdlqhg#lq#d#sdfndjhg#nlw#ru#wkh#frqvwuxfwlrq#ri#d#p rgh#dxwrp reldn/#dlusodqh/#ru#vlp lodu#lwhp >#+5,#exwdqh#ru#d#exwdqh#djkwhu>#ru#+6,#dq|#vlp lodu#vxevwdqfh#ghfoduhg#wr#eh#wr{lf#wr#wkh#fhqwudd#qhuyrxv#v|vwhp #dqg#wr#kdyh#d#srwhqwldd#ru#dexvh/#e|#d#uxdn#dgrswhg#e|#wkh#frp p lvvlrqhu#ri#khdowk1

~~I~~J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the

substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, Subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

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

B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

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

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

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, Subdivision 1a, shall be by permission of the school board only. The

applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

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

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

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

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

VII. ENFORCEMENT

A. Students

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

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

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

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

Legal References:

Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22 ,subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)

Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Adopted: 04/16/01 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 09/16/19, 8/21/23

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. 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.

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. "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. "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 American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. 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 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)

Adopted: 05/21/07 Orig. 1999
Reviewed: 2003
Revised: 07/23/18, 8/21/23

424 LICENSE STATUS

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.

B. No person shall be a qualified teacher until the school district verifies through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website that the person is a qualified teacher consistent with state law.

C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.

D. The school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

III. PROCEDURE

A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.

B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and

appropriate to his/her teaching assignment.

C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.

D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)
Minn. Stat. § 122A.40, ~~Subd. 13~~ (Employment; Contracts; Termination – Immediate Discharge)
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed,* 1993 WL 129639 (Minn. App. 1993)

Cross References:

Adopted: 03/08/04 *Orig. 2001*
Reviewed: 2012
Revised: 09/16/13, 2022, 8/21/23

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 that will

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

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 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 Minnesota ~~Statatutes~~Statutes, section 122A.187;

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 Site Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.

** 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 Minnesota Department of Education (MDE) 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. 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

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

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. 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.

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 Statutes 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.

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

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

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. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire.

B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.

C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.

D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

VIII. REPORTING

A. By October 15 of each year, the school district 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

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

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. Curriculum development and curriculum training programs;

   b. Staff development training models, workshops, and conferences; and

   c. The 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.

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. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187, subd. 4(b) (Expiration and Renewal)
Minn. Stat. § 122A.40, subds. 7,7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, subds. 4, 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. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, subd. 5 (General Education Levy and Aid)

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

Cross References: None.

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

Adopted: 09/17/01 *Orig. 1995*
Reviewed: 2001
Revised: 04/30/07, 2022, 08/21/23

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon ~~of~~ students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student.~~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. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

~~III~~IV. EXCEPTIONS

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).~~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~~VI. 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: 11/19/01 Orig. 1995
Reviewed: 2019
Revised: 02/19/20, 08/21/2023

513 STUDENT PROMOTION, RETENTION AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents and students regarding student promotion, retention and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered as well as scholastic achievement. The superintendent's decision shall be final.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating the world's best workforce.

~~1.~~2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

~~2.~~3. The school district ~~will~~ must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:

a. multiple objective criteria; and

b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

~~3~~4. The school district ~~will~~ must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:

a. assess a student's readiness and motivation for acceleration; and
b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

~~4~~5. The school district ~~will~~ must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). ~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners. The comprehensive evaluation must use valid and reliable instrumentation, be aligned with state kindergarten expectations, and include a parental report and teacher observations of the child's knowledge, skills, and abilities.~~ The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing~~,~~ Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: 04/17/2023 *Orig. 2023*
Reviewed:
Revised: 08/21/23

516.5 OVERDOSE MEDICATION

[Note: The 2023 Minnesota legislature enacted legislation requiring School districts to maintain a supply of opiate antagonists.~~are not required to adopt a policy on the use of emergency drugs for the treatment of drug related overdoses~~. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of ~~a prescription~~ medication~~, particularly to an individual to whom it was not prescribed~~. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[i], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to

monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the school district's medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

[Note: The Minnesota Department of Education offered guidance regarding the meaning of "school site." If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]

B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

~~A~~D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

    a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

    b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

    c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

    d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

~~B~~E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

~~C~~F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc*.).*

[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
~~Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)~~
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

[i] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

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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. 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," and "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. 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, but are not limited to, situations 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 have the right at any time to investigate or review the contents of their child's files and e-mail files. 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 Minn. Stat. Ch. 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, and Policy 515, Protection and Privacy of Pupil Records.

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. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not

limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

1. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.

2. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

3. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

[Note: This language aligns with the provisions found in the MSBA Model Student Handbook. As an alternative to stating specific cell phone rules in a school district policy, a school board could choose to direct school administration to establish cell phone rules. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings.]

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. 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
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
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)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
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 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 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)
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)

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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

1. 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.

2. 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:

   a. ~~1.~~ Corporal punishment prohibited by Minnesota Statutes section 121A.58;

   b. ~~2.~~ Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. ~~3.~~ Totally or partially restricting a child's senses as punishment;

   d. ~~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;

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e. ~~5.~~ Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

f. ~~6.~~ Physical holding (as defined in Minnesota Statutes 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;

g. ~~7.~~ Withholding regularly scheduled meals or water; and/or

h. ~~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.~~ subdivision 5, and otherwise comply with the requirements of ~~§~~ section 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 (Removal by Police Officer)
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 Act)
34 C.F.R. § 300. 535 (Referral to and Action by Law Enforcement and Judicial Authorities)

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: 06/19/06 *Orig. 1995*
Reviewed: 2019
Revised: 04/20/20, 11/21/2022, 08/21/23

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

*[Note: **Minnesota Statutes section** 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment.]*

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Graduation Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

A. "Academic standard" means a summary description of student learning in a required content area or elective content area.

B."Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.

~~B~~C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

D."Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.

~~C~~E. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.

F."Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.

G."Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other

cooperative work experience, youth apprenticeship, or employment.

H."Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

~~D~~I. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

~~E~~J. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:

1. the size of the academic achievement gap; ~~and~~ rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options including concurrent enrollment, other rigorous courses of study or industry certification courses or programs and enrichment experiences by student subgroup;
2. student performance on the Minnesota Comprehensive Assessments;
3. high school graduation rates; and
4. career and college readiness under Minnesota Statutes section 120B.30, subdivision 1.

K~~F~~. "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.

~~G. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.~~

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, ~~shall~~must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world's best workforce and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2).

   [Note: Policy 601, Section IV.B. and Policy 616 address this requirement.]

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in

gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15~~for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups~~, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;

[Note: Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, ~~Subd.~~subdivision 8, or 122A.41, subdivision 5;

[Note: Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement; including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families ~~and minority children~~ are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that

   a. integrate high-quality instruction, ~~rigorous curriculum,~~ technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;~~a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and~~

   b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;

   c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan; and~~.~~

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8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.~~School district site and school site goals shall include the following:~~

~~1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:~~

~~*[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]*~~

~~a. reading, writing, speaking, listening and viewing in the English language;~~

~~b. mathematical and scientific concepts;~~

~~c. locating, organizing, communicating and evaluating information and developing methods of inquiry (i.e. problem solving);~~

~~d. creative and critical thinking, decision making and study skills;~~

~~e. work readiness skills;~~

~~f. global and cultural understanding.~~

~~2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:~~

~~a. live as a responsible, productive citizen and consumer within local, state, national and global political, social, and economic systems;~~

~~b. bring many perspectives, including historical, to contemporary issues;~~

~~c. develop an appreciation and respect for democratic institutions;~~

~~d. communicate and relate effectively in languages and with cultures other than the student's own;~~

~~e. practice stewardship of the land, natural resources and environment;~~

~~f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.~~

~~3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement and the performing arts.~~

~~4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:~~

~~a. establishing and achieving personal and career goals;~~

~~b. adapting to change;~~

~~c. leading a healthy and fulfilling life, both physically and mentally;~~

~~d. living a life that will contribute to the well-being of society;~~

~~e. becoming a self-directed learner;~~

~~f. exercising ethical behavior.~~

~~5. Students will be given the opportunity to acquire human relations skills necessary to:~~

~~a. appreciate, understand, and accept human diversity and interdependence;~~

~~b. address human problems through team effort;~~

~~c. resolve conflicts with and among others;~~

~~d. function constructively within a family unit;~~

~~e. promote a multicultural, gender-fair, disability-sensitive society.~~

~~*[Note: School district and site goals example courtesy of the Winona School District.]*~~

C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)~~Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~

1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. 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, unless a different reason for the reading difficulty has been identified.

2. 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.

   [Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]

3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.

4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students with:

   a. dyslexia, using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist; or

   b. convergence insufficiency disorder.

5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.

6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:

   a. the student's reading proficiency as measured by a locally adopted assessment;

   b. reading-related services currently being provided to the student and the student's progress; and

   c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

   This provision may not be used to deny a student's right to a special education evaluation.

~~7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.~~

~~*[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph 4 8.]*~~

~~8. The school district may provide a personal learning plan for a student who is unable to demonstrate grade level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan may address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school may maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.~~

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions~~Reading Proficiently no Later than the End of Grade 3~~)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
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.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals)
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 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: 02/11/02 *Orig. 1995*
Reviewed: 2017
Revised: 04/20/20, 11/21/2022, 08/21/23

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule unless has been approved by the Minnesota Commissioner of Education under Minnesota Statutes section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section 122A.40, subdivisions 7 and 7a, or Minnesota Statutes section 122A.41, subdivisions4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References:
Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Adopted: 2/11/02 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 10/21/19, 9/19/2022, 08/21/23

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

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.

IV. District Advisory Committee

A. The school board ~~shall~~ must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The D~~d~~istrict ~~advisory~~ Advisory ~~committee~~Committee, to the extent possible, ~~shall~~ must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents ~~shall~~ must comprise at least two-thirds of ~~advisory~~ committee members.

C. The ~~district~~ District ~~advisory~~ Advisory ~~committee~~ Committee ~~shall~~ must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

D. The school district may establish site teams as subcommittees of the ~~district~~ District ~~advisory~~ Advisory ~~committee~~Committee.

E. The ~~district~~ District ~~advisory~~ Advisory ~~committee~~ Committee ~~shall~~ must recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a, ~~section~~ 120B.022, subdivisions 1a and 1b, and ~~section~~ 120B.35,

2. district assessments~~;~~

3. means to improve students' equitable access to effective and more diverse teachers~~, and~~ ;

4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

~~3.~~5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

~~4.~~6. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. School Site Team

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. Curriculum Development Process

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

~~A. 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~~

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~~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.~~

~~B 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 Statutes section 120B.12, Subd. 2.~~

~~C~~A. 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 Minnesota Statutes section 120A.20, ~~Subd.~~subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.

~~D~~B. 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.

~~E~~C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
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 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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 (Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
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, 9/19/2022, 08/21/23

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;

5. The arts;

6. Career and technical education; and

7. World languages.

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~~ Public elementary and middle schools ~~shall~~ must 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 arts areas: media arts, dance, music, theater, and visual arts.

D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

~~D~~E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.

~~E~~F. 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~~G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

A. The following subject areas are required for statewide accountability:

1. language arts;

2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;

3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;

4. social studies, including history, geography, economics, and government and citizenship that includes civics;

5. physical education;

6. health, for which locally developed academic standards apply; and

7. the arts.

B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

~~III~~IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school

personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

IV. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

A. In the school district's discretion, training and instruction may result in CPR certification.

B. CPR and AED instruction must include CPR and AED training that have been developed:

1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. 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.

C. 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.

D. 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.

V. COLLEGE AND CAREER PLANNING

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

~~**VI. CIVICS TEST**~~

~~A. 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.~~

~~B. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Citizenship and Immigration Services 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.~~

~~C. 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.~~

~~D. The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.~~

~~E. The school district may administer civics test questions as part of the social studies curriculum.~~

~~F. 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.~~

~~G. The school district cannot charge a fee related to this requirement.~~

Legal References:
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment 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: 08/14/06 *Orig. 1997*
Reviewed: 2019, 2022
Revised: 10/21/19, 9/20/21, 08/21/23

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process 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 requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also 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~~B. "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 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 District Advisory Committee created under Policy 603 (Curriculum Development) 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 Ddistrict Ccurriculum 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 Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

C. Implementation of Graduation Requirements

1. The District 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 District 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 District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (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 current achievement ~~growth~~ that show growth relative to 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 District 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 District 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 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 District Advisory Committee shall meet the following criteria:

   a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

   b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District 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~~4. Translation services should be provided to the extent appropriate and practicable.

~~6~~5. The District 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 District 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 Minnesota Statutes section 120B.36, ~~Subd.~~subdivision 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.

3. The school district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.

~~2.~~4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
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 and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination) Minn. Stat.§ 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making ; Individualized Learning Agreement; Other Agreements) Minn. Stat. § 123B.147, (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)

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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 3501.0820 (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: 07/15/02 *Orig. 1998*
Reviewed: 2017
Revised: 04/15/19, 11/21/2022, 08/21/23

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

~~A. "Above-grade level" test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student's grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

~~B~~A. "Academic standard" means a summary description of student learning in a required content area or elective content area.

~~C. "Below-grade level" test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student's current grade level. Notwithstanding the student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

B~~D~~. "Benchmark" means the specific knowledge or skills that a student must master to complete part of an academic standard by the end of the grade level or grade band.

~~E~~C. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready

are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

~~F. "Computer-adaptive assessments" means fully adaptive assessments.~~

~~G~~D. "Cultural competence," for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

~~H~~E. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.

~~I~~F. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.

~~J. "Fully adaptive assessments" include on-grade level test items and items that may be above or below a student's grade level. *[Note: Fully adaptive mathematics and reading assessments must be used for grades 3 through 7 beginning in the 2015-2016 school year and later.]*~~

~~K. "On-grade level" test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.~~

~~L~~G. "Required standard" means (1) a statewide adopted expectation for student learning in the content areas of ~~English~~ language arts, mathematics, science, social studies, physical education, and the arts, ~~or~~ and (2) a locally adopted expectation for student learning in health ~~or the arts~~.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The *superintendent* shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

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

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:

   a. computer-adaptive reading and mathematics assessments in grades 3 through 8;

   b. high school reading in grade 10, mathematics in grade 11 and a high school writing test, when it becomes available; and

   c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma);

3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.;

4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high

school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Minnesota Commissioner of Education must create and publish a form for parents and guardians that:

a. explains the need for state academic standards;

b. identifies the state assessments that are aligned with state standards;

c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;

d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;

e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and

f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

VI. Rigorous Course of Study Waiver

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

1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and

3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.

B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.

C. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.

B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

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

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before

graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

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

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

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (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 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: 7/15/02 *Orig. 1998*
Reviewed: 2019
Revised: 04/20/20, 11/21/2022, 08/21/23

620R CREDIT FOR LEARNING

[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V~~; online learning courses, as set forth in Section VI~~; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII).]

I. PURPOSE

~~The purpose of this policy is to~~ This policy recognizes student achievement ~~which~~ that occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. ~~The purpose of this~~ Thispolicy also ~~is to~~ recognizes student achievement ~~which~~ that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. ~~The purpose of~~ This policy ~~also is to~~ addresses ~~the~~ transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. ~~A.~~ "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

~~A.~~C. "Course" means a course or program.

~~B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a~~

~~student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.~~

~~C. "Commissioner" means the Commissioner of MDE.~~

~~D. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.~~

~~E~~D. "Eligible institution" means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

~~F~~E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

~~G. "Online learning" is a form of digital learning delivered by an approved online learning provider.~~

~~H. "Online learning provider" is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is certified or approved by MDE to provide online learning courses.~~

~~I.~~ F"Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

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IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least ***24*** credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified

transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least ~~*[insert number]*~~*4 semesters of* credits from the school district.

c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).

c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank

C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

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V. POST-SECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study. ~~Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement may be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.~~

B. Secondary credits granted to a student through a post-secondary enrollment options course or program ~~that meets or exceeds a graduation standard or requirement shall~~must be counted toward the graduation ~~and credit~~ requirements and subject area requirements of the district. ~~of a student completing the Minnesota Academic Standards.~~

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.

3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

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

6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.

C. ~~C.~~ A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11.

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~~**VII. CREDIT FROM ONLINE LEARNING COURSES**~~

~~A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.~~

~~B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.~~

~~C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.~~

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VI~~I~~I. ADVANCED ACADEMIC CREDIT

A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

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

VIII. WEIGHTED GRADES

A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

1. A grade awarded in an Advanced Placement course will be increased by .66 grade points.
2. A grade awarded in an Honors course will be increased by .66 grade points.
3. A grade awarded in a College in the Schools course will be increased by .66 grade points.
4. A grade awarded in a course taken through a Post-Secondary Enrollment Options program deemed equivalent to a Rockford High School College in the Schools or AP course will be increased by .66 grade points.

B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the

student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, ~~online learning course,~~ or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
~~Minn. Stat. § 124D.095 (Online Learning Option)~~
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
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)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

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

Adopted: 08/21/23 *Orig.2023*
Reviewed:
Revised:

621 LITERACY AND THE READ ACT

[*Note:* By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the

Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.

H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.

M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not

be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level;

7. a statement of whether the school district has adopted a MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level; and

9. the number of teachers and other staff that have completed training approved by the department.

B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:

1. intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. special education teachers;

4. curriculum directors;

5. instructional support staff who provide reading instruction; and

6. employees who select literacy instructional materials for a district.

B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of

requirements under the Read Act.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;

2. evidence-based training using a training program approved by MDE;

3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;

4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.1118 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

Adopted: 6/19/06 *Orig. 2003*
Reviewed: 2019
Revised: 10/21/19, 11/21/2022, 08/21/23

624 ONLINE LEARNING OPTIONS

[Note: In 2023, the Minnesota Legislature repealed the Online Learning Option Act (Minnesota Statutes, section 124D.095) and replaced it with the Online Instruction Act (Minnesota Statutes, section 124D.094). This policy fully replaces the old Model Policy 624].

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.

B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

A. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).

B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.

C. "Enrolling district" means the school district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.

D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.

E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.

F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).

G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).

H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.

I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).

J. "Supplemental online course provider" means a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.

B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.

C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.

D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.

E. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.

F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.

G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

V. SUPPLEMENTAL ONLINE COURSES

A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.

B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:

1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;

2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load; and

3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit.

C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.

D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:

1. use an application form specified by MDE;

2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;

3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;

4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and

5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.

E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.

F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.

G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.

B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.

C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:

1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and

2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.

D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.

E. An enrolling district must appoint an online learning liaison who:

1. provides information to students and families about supplemental online courses;

2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and

3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.

F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.

G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.

H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.

I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

LEGAL REFERENCES:
Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 124D.03 (Enrollment Options Act)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

CROSS REFERENCES:
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

~~**I. PURPOSE**~~

~~The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning. .~~

~~**II. GENERAL STATEMENT OF POLICY**~~

~~A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.~~

~~B. The school district shall grant academic credit for completing the requirements of a *state-approved* online learning course or program.~~

~~C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.~~

D. The school district shall continue to provide non-academic services to online learning students.

E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

[Note: The school district may itself offer digital learning to its enrolled students. Such digital learning does not generate online learning funds. To the extent digital learning is offered by the school district only to its enrolled students, it is not subject to the Minnesota Department of Education (MDE) reporting or review requirements unless the school district is a full-time online learning provider. See Minnesota Statutes section 124D.095, subdivision 4(d) and (e).

To the extent the school district provides to resident students curriculum that has both physical and electronic components, the school district must make the electronic component accessible to a resident student in a home school at the request of the home-schooled student or student's parent or guardian, provided that the school district does not incur more than an incidental cost as a result of providing access electronically. See Minnesota Statutes section 123B.42.]

III. DEFINITIONS

A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

B. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.

C. "Enrolling district" means the school district or charter school in which a student is enrolled under Minnesota Statutes section 120A.22, Subdivision 4, for purposes of compulsory education.

D. "Full-time online learning provider" means an enrolling school authorized by the MDE to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.

E. "Online learning course syllabus" is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.

F. "Online learning" is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.

G. "Online learning student" is a student enrolled in an online learning course or program delivered by an authorized online learning provider.

H. "Online learning provider" is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.

I. "Student" is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minnesota Statutes sections 120A.22 and 120A.24.

J. "Supplemental online learning" means an online course taken in place of a course period during the regular school day at a local district school.

IV. PROCEDURES

A. Dissemination and Receipt of Information

1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.

2. The school district will receive and maintain information provided to it by online learning providers.

3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.

4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

B. Students Enrollment

1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.

2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online

~~learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.~~

~~3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online course or program. An online learning provider must make available the supplemental online course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning courses up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.~~

~~4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online provider; and the online provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.~~

~~5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit, or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.~~

6. An online learning student may complete course work at a grade level that is different from the student's current grade level.

7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.

2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.

3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.

4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minnesota Statutes section 124D.095, Subd. 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.

2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.

3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.

4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.

5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.

6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 123B.42, Subd. 1a (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: 05/21/07 *Orig. 1995*
Reviewed: 2017
Revised: 12/17/18, 9/19/2022, 08/21/23

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

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

III. ELIGIBILITY

A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes sections 123B.88 and 123B.92 when applicable.

B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.

C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.

D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school.

E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.

F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.

G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.

I~~F~~. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.

B. When the disabling conditions of a student with a disability are such that the student cannot

be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.

C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care: (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.

D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students *[Policy 707]* shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements))
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of

Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

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709R STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials

within four weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

~~8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.~~

~~9~~8. The school district shall adopt and make available for public review a curriculum for transportation safety education.

~~10~~9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques.

2. Deadlines.

a. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.

b. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.

c. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.

d. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.

3. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses; including nonpublic and charter school students.

B. Consequences for school bus~~/~~bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus~~/~~bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are

progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

   a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.

   b. Respect the property of others while waiting at your bus stop.

   c. Keep your arms, legs, and belongings to yourself.

   d. Use appropriate language.

   e. Stay away from the street, road, or highway when waiting for the bus.

   f. Wait until the bus stops before approaching the bus.

   g. After getting off the bus, move away from the bus.

   h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

   i. No fighting, harassment, intimidation, or horseplay.

   j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

   a. Immediately follow the directions of the driver.

   b. Sit in your seat facing forward.

   c. Talk quietly and use appropriate language.

   d. Keep all parts of your body inside the bus.

   e. Keep your arms, legs, and belongings to yourself.

   f. No fighting, harassment, intimidation, or horseplay.

   g. Do not throw any object.

   h. No eating, drinking, or use of alcohol, tobacco, or drugs.

   i. Do not bring any weapons or dangerous objects on the school bus.

   j. Do not damage the school bus.

4. Consequences

Consequences for school bus/bus stop misconduct will apply to all regular and late routes (if any). Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

a. *For Students in Grades K-8*
1st Violation – A phone call will be given to parents from Transportation Department
2nd Violation - A Conduct Report will be sent to the appropriate school, and referred to Stop and Think Room.
3rd Violation – The student meets with the Principal/Counselor with a possible one (1) to three (3) day suspension of bus privileges at administrations discretion.
4th Violation – The student may be suspended from three (3) to ten (10) days of riding privileges from the bus.
5th Violation – The student is suspended from riding privileges from the bus for a time determined by the administrator.

Conduct reports that include physical fighting, Bullying, Sexual/Racial Harassment, Weapons, Theft, Vandalism and Threats will be sent directly to school administration.

Consequences may be increased at principal's discretion.

b. *For Students in Grades 9-12*
1st Violation – A phone call will be given to parents from Transportation Department.
2nd Violation – The student will meet with Dean of Students.
3rd Violation – The student meets with the Principal/Counselor with a possible one (1) to three (3) day suspension of bus privileges at administrations discretion.
4th Violation – The student may be suspended from three (3) to ten (10) days of riding privileges from the bus.
5th Violation – The student is suspended from riding privileges from the bus for a time determined by the administrator.

Conduct reports that include physical fighting, Bullying, Sexual/Racial Harassment, Weapons, Theft, Vandalism and Threats will be sent directly to school administration.

Consequences may be increased at principal's discretion.

c. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

d. Records

Records of school bus~~/~~bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

e. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

f. Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

g. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the

principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop five minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services ("Division") of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial

driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-1 school bus, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (*i.e.*, driving while impaired offenses), VII.C.1.h. (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy. .

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The

school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for

transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes section169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4.

Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

~~A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.~~

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

    c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child

passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

   a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

   b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

      (1) safe operation of a type III vehicle;

      (2) understanding student behavior, including issues relating to students with disabilities;

      (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

      (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

      (5) handling emergency situations;

      (6) proper use of seat belts and child safety restraints;

      (7) performance of pretrip vehicle inspections; and

      (8) safe loading and unloading of students, including, but not limited to:

         (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

         (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

         (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a

location; and

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within ten days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statute, section 171.321, subdivision 3, for all other persons operating a type A or type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision. 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5 .

g. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of violating Minnesota Statutes, sections 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision.1(c), (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or

offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota ~~Statatutes~~Statutes, section 123B.90, subdivision 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunctional School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the eight-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321,

subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minnesota Statutes, section171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver's Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16 and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subds. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. §181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

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806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. ~~For purposes of this Policy, the term, "school districts," shall include charter schools.~~ The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation,

campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

Finally, all general crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.

a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. This may include students who do not have a 504 plan or an individualized education program (IEP). The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may

change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

3. School Emergency Response Teams

a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with

students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. . The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for inform students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.

3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery
2. Fiscal recovery
3. Academic recovery
4. Social/emotional recovery.

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

a. a statistically significant effect on relevant outcomes based on any of the following:

i. strong evidence from one or more well designed and well implemented experimental studies;

ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted

consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

A. Fire
B. Hazardous Materials
C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
D. Medical Emergency
E. Fight/Disturbance
F. Assault
G. Intruder
H. Weapons
I. Shooting
J. Hostage

K. Bomb Threat
L. Chemical or Biological Threat
M. Checklist for Telephone Threats
N. Demonstration
O. Suicide
P. Lock-down Procedures
Q. Shelter-In-Place Procedures
R. Evacuation/Relocation
S. Media Procedures
T. Post-Crisis Procedures
U. School Emergency Response Team
V. Emergency Phone Numbers
W. Highly Contagious Serious Illness or Pandemic Flu

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

D. Radiological Emergencies at Nuclear Generating Plants

School districts within a ten (10) mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf
Minnesota School Safety Center - Resources (mn.gov)

Field Code Changed