

Regular Meeting
Thursday, June 16, 2022 5:30 PM

Northland High School Room C113
316 Main St E
Remer, MN 56672

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **Audience Recognition**
6. **Consent items**
 - 6.1. Approve the minutes of the school board meetings on May 19, 2022 and June 7, 2022
 - 6.2. Approve the May Treasurer's Report and Bills
 - 6.3. Approve renewal of MREA membership for FY23
 - 6.4. Approve renewal of membership in MSBA for FY23
7. **Reports**
 - 7.1. **Business Manager Report**
 - 7.1.1. Approve Revised Revenue/Expenditure Budget for FY22
 - 7.1.2. Approve Revenue/Expenditure Budget for FY23
 - 7.2. **Assistant Principal Report**
 - 7.3. **Principal Report**
8. **Superintendent Report**
9. **New Business**
 - 9.1. Approve Special Education Programming Services Agreement with IASC for 22-23
 - 9.2. Approve Business Associate Agreement and Contract for Mental Health Services with North Homes for 2022-23
 - 9.3. First reading of revised District Policy 506 - Student Discipline

(policy will be added to agenda on Monday)
 - 9.4. Approve FY23 lease with Little Sand Gourp Homes
10. **Personnel**
 - 10.1. Accept the resignation of Aaron Olson-Reiners, Art Teacher, effective June 30, 2022
 - 10.2. Approve the hire of Brittany Harris as 1.0 FTE teacher for 2022-23 at BA+15 step 6 with a start date of August 26, 2022
 - 10.3. Discontinue 3 para professional positions
 - 10.4. Approve the hire of Shayne Loverink as a 12-month custodian at step 3 of the custodial schedule with a start date of June 6, 2022.
 - 10.5. Accept resignation of Robbie Hall as Title I coordinator effective June 1, 2022
 - 10.6. Discontinue Speech Services position and approve contract with Speech Partners for FY23
 - 10.7. Discontinue high school sped teacher position and approve contract with Soliant for special ed services

- 10.8. Approve Julie Erpelding as 50% Payroll clerk and 50% bookkeeper for FY23
11. **Other school business which can legally be brought before the Board**
12. **Next Meeting Dates:**
 - Regular Meeting, July 21, 5:30 p.m.
13. **Adjournment**



MEMBERSHIP RENEWAL INVOICE

2022-23 MEMBERSHIP YEAR

Date: June 3, 2022

Invoice #: 2023-1649

Due: July 15, 2022

BILL TO:

Patrick Rendle
Northland Community School District
316 Main St E
Remer MN 56672

Base Fee: \$825.00
***Legislative Fee:** +\$370.00
2022-23 Dues: **\$1195.00**

Amount Enclosed: \$ _____

Current expiration: June 30, 2022
New membership year: July 1, 2022-June 30, 2023
2023-23 Membership type: Full ISD Membership
***APU = 370 **Shared District:** Hill City

**\$1.00 per Adjusted Pupil Unit (APU) to \$1,400 maximum.
**If sharing superintendent with another district, MREA has applied \$275 discount to Base Fee. Districts with shared Superintendents must each join MREA to obtain discount. Contact MREA if Shared District has changed.*

UPDATE/CORRECT as needed:

Member: Northland Community School District **Address:** 316 Main St E
Superintendent: Patrick Rendle **City, State, Zip:** Remer MN 56672
Superintendent Cell Phone: _____ **Organization Phone:** 218 - 566-2351
Email Address: prendle@isd002.org **Website Address:** www.isd118.k12.mn.us
County: Cass

QUESTIONS? Contact Diane Vosen, Administrative Coordinator

*** COMPLETE AND RETURN forms with payment by July 15, 2022. ***

MREA is a nonprofit 501(c)(4) membership association. Dues are not tax deductible as charitable contributions. We estimate 36.3% of FY23 dues will be attributable to nondeductible lobbying activity and are NOT deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Provide a copy of this notice to your accountant and/or tax preparer.



MAIL	VISIT	CALL	LEARN
PO Box 187 St. Cloud, MN 56302-0187	2233 Roosevelt Rd, Suite 7 St. Cloud, MN 56301	(320) 762-6574 Toll-Free (833)-MNVOICE	MREAvoice.org



June 3, 2022

Patrick Rendle
Northland Community School District
316 Main St E
Remer MN 56672

Hi, Patrick,

On behalf of all our Greater Minnesota students and educators, MREA thanks Northland Community School District for its membership that helps us actively engage with legislators and state officials to address E-12 funding, policy, tax, and budget issues.

Your continued membership for FY2022-23 is essential to continued advocacy that positively impacts all our students across Greater Minnesota.

Working For You and With You

As your district’s voice at the Capitol, MREA works for you to keep your legislators and policy officials informed of the impacts of their decisions. During the recent non-budget legislative session MREA helped prioritize rural education issues, including:

- Buying down the Special Education cross-subsidy
- Enhancing equalization for Local Optional Revenue
- Increasing student mental health funding
- See more at **MREAvoice.org/progressreport**

In and out of the legislative session, count on MREA to keep working with you as well, including:

- New advocacy briefings on Tuesday mornings
- Our professional development conference in November
- Educator and school awards to elevate and celebrate our profession and its impact
- New summer social-emotional learning and coaching for district administrators

We Are Greater Together

We know these are challenging times, and we know we are greater when we all work together and strengthen the Voice for Greater Minnesota Education. Please send in your district’s renewal invoice, dues, and updated information by July 15 to ensure our voice remains vibrant.

Best wishes for a summer of renewal and refreshment!

Matt Schultz, Board President
Superintendent, Lanesboro Schools

Bob Indihar, Executive Director
MREA



MAIL

PO Box 187
St. Cloud, MN 56302-0187

VISIT

2233 Roosevelt Rd, Suite 7
St. Cloud, MN 56301

CALL

(320) 762-6574
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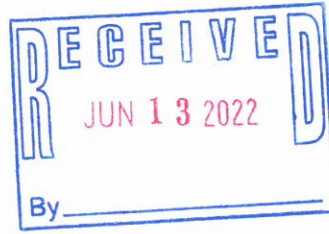
LEARN

MREAvoice.org



Minnesota School Boards Association
1900 West Jefferson Avenue
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

Invoice	INV-01665-Z8M4C1
Date	6/10/2022
Amount Due	\$5,827.00
Date Due	8/15/2022



Northland Community Schools
 316 Main St E Rm 200
 Remer, 56672-4558

Customer Name	Purchase Order No.		
Northland Community Schools			
Description	Quantity	Unit Price	Ext. Price
Policy Services Subscription - Northland Community Schools	1	\$750.00	\$750.00
ISD Membership - Northland Community Schools	1	\$2,977.00	\$2,977.00
BoardBook Subscription Tier 1 - Northland Community Schools	1	\$2,100.00	\$2,100.00

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2021, as provided by the Minnesota Department of Education.

Subtotal	\$5,827.00
Total	\$5,827.00

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2022-2023 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.



Where Minnesota School Boards Learn to Lead

June 2022

Dear Superintendent:

Thank you for your membership in the Minnesota School Boards Association for the past year. MSBA's Board and staff have worked hard to become your go-to organization. MSBA will always go the extra mile for our members:

- Our dedicated staff prides itself on anticipating member needs through engagement, analyzing national and state directives, working with other educational organizations, and providing training to build high-performing boards.
- Your MSBA staff is solution-driven. We will find the answer promptly or get you to someone with the answer. In all our interactions, we strive to make your board a high-performing board that can meet the high expectations of your staff, students, and community.
- Legal and legislative advocacy are essential services of MSBA. As a statewide organization and a leading advocate for public education, we pride ourselves in finding a path forward that benefits all our school districts, regardless of shape and size.
- Like you, we care deeply about the success of all Minnesota's public school students. Through our collective, member-driven mission, our goal is to support, promote, and strengthen the work of our public school boards.

Our Association is stronger when our members are stronger. Now is the time to continue investing in your future. Your dues invoice is enclosed, along with a renewal notice for those districts in MSBA's Policy Services and/or BoardBook Premier. Please note that an MSBA Bylaws change, approved by the Association membership in January 2021, moved the deadline for membership dues payment to August 15 of each fiscal year. We have been by your side over the last challenging two years, and we look forward to helping you get back to better. We wish you a successful 2022-2023 school year and hope to continue as your valued and trusted Association. If you have questions, please do not hesitate to call your Association office at 800-324-4459.

Sincerely,

Kirk Schneidawind, Executive Director
kschneidawind@mnmsba.org

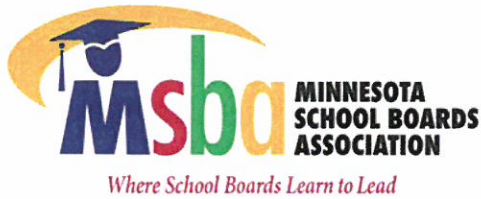
Michael Domin, President
mdomin@ci.k12.mn.us

enc.

MINNESOTA SCHOOL BOARDS ASSOCIATION

1900 West Jefferson Avenue, St. Peter, MN 56082-3015 Phone: 507-934-2450 or 800-324-4459
www.mnmsba.org

MEMBERSHIP BENEFITS: IN ACTION



The **Minnesota School Boards Association**, whose mission is to support, promote, and strengthen your work, prides itself on being the go-to organization for Minnesota's public school board members. High-performing boards yield high-performing schools. Through training, leadership development, advocacy, and policy services, we have made it our priority to serve our membership with 24/7 customer service.

Below are some highlights of MSBA's work for you in 2021-2022.

ADVOCACY & GOVERNMENT RELATIONS

Expanded efforts to keep members informed about legislative issues

15 Friday Chat Room
virtual sessions

Hundreds of
Twitter posts

Timely Action Alerts



20 Weekly Advocate updates

Federal Advocacy

Nine virtual Advocacy Tour meetings

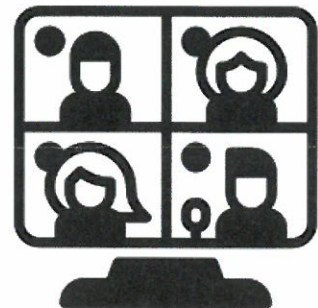
Virtual Day at the Capitol

MSBA's Government Relations staff advocated on key issues for school board members at the State Capitol in 2022, including urging the Legislature to provide additional funding to address the special education cross-subsidy.

MEETINGS & EVENTS

Approximately 80 online events

Including the Coffee & Conversation series, the Friday Chat Room, the Third Thursday MSBA Webinar Series, the MSBA Learning to Lead Series (Phase I, Phase II, Phase III, and Phase IV), the MSBA Officers Workshop, the Summer Seminar, and more.



In-person Leadership Conference



Which brought back nearly 2,000 school board members, school district officials, and vendors to the Minneapolis Convention Center in January 2022.

ISD #0118 Northland Community Schools
2021-2022 Revised Budget
Revenues vs Expenditures

By Fund
Revenues

01	- General Fund	6,608,542.89
02	- Food Service Fund	248,364.00
03	- Transportation Fund	461,061.00
04	- Community Service Fund	317,943.69
05	- Capital Expenditure Fund	171,551.32
07	- Debt Service Fund	1,643,013.00
08	- Trust Fund	0.00
09	- Scholarships Fund	0.00
20	- Internal Service Fund	0.00
Total Revenues		9,450,475.90

Expenditures

01	- General Fund	6,608,542.89
02	- Food Service Fund	256,918.11
03	- Transportation Fund	457,388.80
04	- Community Service Fund	238,982.25
05	- Capital Expenditure Fund	173,402.06
07	- Debt Service Fund	1,630,077.38
08	- Trust Fund	0.00
09	- Scholarships Fund	0.00
20	- Internal Service Fund	0.00
Total Expenditures		9,365,311.49

Difference - Revenues vs Expenditures

01	- General Fund	0.00
02	- Food Service Fund	(8,554.11)
03	- Transportation Fund	3,672.20
04	- Community Service Fund	78,961.44
05	- Capital Expenditure Fund	(1,850.74)
07	- Debt Service Fund	12,935.62
08	- Trust Fund	0.00
09	- Agency Fund	0.00
20	- Internal Service Fund	0.00
Total Difference		85,164.41

ISD #0118 Northland Community Schools
2022-2023 Adopted Budget
Revenues vs Expenditures

By Fund
Revenues

01	- General Fund	6,610,724.83
02	- Food Service Fund	256,918.11
03	- Transportation Fund	424,826.16
04	- Community Service Fund	235,865.17
05	- Capital Expenditure Fund	270,835.13
07	- Debt Service Fund	1,639,119.98
08	- Trust Fund	0.00
09	- Scholarships Fund	0.00
20	- Internal Service Fund	0.00
Total Revenues		9,438,289.38

Expenditures

01	- General Fund	6,697,125.45
02	- Food Service Fund	248,470.00
03	- Transportation Fund	413,496.77
04	- Community Service Fund	343,436.28
05	- Capital Expenditure Fund	254,993.32
07	- Debt Service Fund	1,643,013.00
08	- Trust Fund	0.00
09	- Scholarships Fund	0.00
20	- Internal Service Fund	0.00
Total Expenditures		9,600,534.82

Difference - Revenues vs Expenditures

01	- General Fund	(86,400.62)
02	- Food Service Fund	8,448.11
03	- Transportation Fund	11,329.39
04	- Community Service Fund	(107,571.11)
05	- Capital Expenditure Fund	15,841.81
07	- Debt Service Fund	(3,893.02)
08	- Trust Fund	0.00
09	- Agency Fund	0.00
20	- Internal Service Fund	0.00
Total Difference		(162,245.44)

Northland Community Schools

Independent School District #118



School Board Report

Date: 6/16/22

Report Submitted by: Janessa Green (Activities Director)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- Track sent 4 athletes to state this year.
- Volleyball held a camp last week, with 20 athletes in attendance.

Updates:

- Softball finished their season with an overall record of 10-5.
- Baseball finished their season with an overall record of 3-11.

Proposals:

- Fitness Center Supervisor
- Afterschool Supervisor

Northland Community Schools

Independent School District #118

School Board Report

Date: 6/16/22



Report Submitted by: Janessa Green (Assistant Principal)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- We ended the school year with a lot of celebrations and activities: track and field, field trips for Kindergarten and Preschool, and lots of outdoor activities.

Updates:

- Elementary classroom moves have started. Shout out to our custodians for getting the summer school rooms cleaned so quickly.
- Safety Committee
 - Shelter map was updated to include the choir room, as we found all of our students fit in the IEA designated locations.
 - American Eagle is working on quotes for a secure office to common door and intercom/video entry system.
 - Students will have planners that include 5 passes for the week.
 - Vape detectors are \$1650 each
- School Discipline Policy MSBA/MASA revision and suggested additions from administrators to include removal of students from class verbiage, as well as behavioral flowchart and major discipline guidelines.

PBIS:

- 4th Quarter PBIS celebrations went really well. The kids were extremely excited about their ice cream sundaes and treats for showing Eagle Pride.
- PBIS has 6 summer dates to work on planning for next year.
 - June 22, 27 & 29 from 12:30-3:30 (Raina, Amber, Katelyn, Terri, Stacey and Janessa) (Focus on trainings, goggle drive, lesson plans, etc.)
 - August 3, 8, & 9 from 12:30-3:30 (Terri, Katelyn, Scott, Cortney, Nate and Janessa) (Focus on celebrations, support room process/forms, etc.)

Proposals:

Northland Community Schools

Independent School District #118



School Board Report

Date: June 16, 2022

Report Submitted by: Mary Yakibchuk

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Teacher Positions Update:

- Jerome Olivar (7-12 Life Science/Biology teacher) update (Jerome is international applicant part of a teacher exchange program)
 - still working on getting his VISA, this happens to be a looong process, not likely to be here by the start of school, some delay was expected, but two VISA sponsors could not approve sponsorship not getting a straight answer about projected timelines from iTeach America. We have reopened the posting in the event we need to pull out, and rescind our job offer. A single international applicant has applied, no other applicants as of June 8. I have a potential Long-Term Sub available to bridge the gap as needed.
- Other Open Positions (as of June 8)
 - Art (zero applicant licensed for Art) plan to repost
 - HS SPED (planning to contract with Soliant)
 - SPED Speech (planning on contracting with Speech Partners)
 - Intervention Specials (no new applicants since interviews) plan to repost

HS Vision, different programs to support each student in their personalized post-secondary plans

- work force (AVID/Career Pathways, Work Release)
- post-secondary education (AVID, Direct Admissions MN)
- military, (working with ARMY to develop the STAR program: similar to JROTC, uses same curriculum, but OUR teachers teach it M-Th, a recruiter comes in and teacher Drills, etc on Fridays. Obviously, no requirement to enlist! Elective targeting 11-12? 9-12? Would be fun for them to come in uniform on Fridays, do color guard at important games, big events)
- other (we don't have a "home-ec" consumer science elective, but we were able to get creative with expanding A&I grant to provide a Native Arts II and embed some cooking and sewing into that class. I am coming up with some ideas on how we can offer a legit consumer science elective for 23-24 school year....too many moving parts right now though....

Summer planning update

*SERVING REMER, LONGVILLE, BOY RIVER, FEDERAL DAM, OUTING AREAS
EVERY PERSON A LEARNER, EVERY LEARNER SUCCESSFUL; TOGETHER WE CONTROL SUCCESS.*

- HRS Leadership, Safe, Supportive and Collaborative Schools
 - finalizing what monthly Professional Learning days will look like
 - focus for next year, sustaining what we do have and addressing what we are missing from level 1: Elementary PLC will focus on evidence-based practices around small group instruction using the Daily 5 framework
- budgets, title grants, etc.
- planning for effective monthly advisory schedule (one period per month, rather than 21 minutes/week)
- MTSS enhancing our Tier 2 supports (waiting on new hire - interventionist)
- planning on getting vape detectors for a couple pairs of bathrooms (2 boys, 2 girls)
- other....

Moving room, making progress!

Summer School registration looks good!

- K-2: 15
- 3-4: 9
- 5-6: 12
- 7-8: 4
- Credit Recovery: 24

Painted lines on the playground! 4 square, hopscotch, peace-path, basketball!!

Committee Updates:

- Pre-Construction Meeting, June 8:
 - Present:
 - Katie Hildenbrand, Architectural Resources
 - Dan Filbrant, Hawk Construction
 - John Miller, Hawk Construction
 - Ellie Hill
 - Mary Yakibchuk
 - Janessa Green
- Project will be Bus Garage and Parking lot only, NO Field Work

- ZERO Field work bids came in on time
- A single bid came in (Peterson) but it was not on time, was way overpriced, and would interfere with sports season
 - Plan is to reopen for bids this fall for NEXT summer
- Preconstruction Conference Agenda
 - sequence of communication
 - construction timetable
 - construction progress reports
 - changes in project scope
 - submissions by contractor
 - quality assurance
 - design, structure decisions and interpretation of documents
 - temporal facilities
 - site safety
 - additional concerns and items
- Next meeting is scheduled for June 23 1:00 pm
 - Jared and Jesse required to attend
 - Discuss logistics,
 - prepping building for demo (cleaning out of items)
 - how to work around summer school busses
 - power access (boiler room?)
 - temporary job site fencing location
- Needing clarification:
 - Salvaging existing building
 - Contractor was originally open to the idea as long as they were not onsite when he begins project, does not want any part of it
 - who was local party who wanted to salvage existing building slated for demolition? Could they be done in time?
 - Would board need to offer this to the community for reasons of transparency and equal access/fairness? Does board want to manage this?

IASC SPED Program Positions SY22-23

Service	FTE	20-21 Contract	Staff	Notes
DHH Teacher and Mentorship	POS (.5)	ISD #318	Melissa King	Purchase shared with 318
PI Teacher and Mentorship	POS (.5)	ISD 318	Michelle Reichart	Purchase shared with 318
Due Process Specialist	1.0	ISD #6070	Sue Will	
Work Experience Coordinator	1.0	ISD #6070	Marie Sippola	
Physical Therapist	1.0	ISD #6070	Lisa Brink	
Occupational Therapist	1.0	ISD #6070	Courtney Worlie	
Certified Occupational Therapy Assistant	1.0	ISD #6070	Patty Bernsdorf	
Evaluator	1.0	ISD #6070	Ariel Dowling	
Sped Director	1.0	ISD #6070	Jackie Skelly	
Sped Coordinator	1.0	ISD #6070	Kristen Panchyshyn	
Admin Assistant	.5	ISD #6070	Ann Grillo	
Vision	POS	Northland Learning Center	Kathleen Fischer	
Audiology	POS	Northland Learning Center	Megan Bruxvort	
MA Billing Coordinator	208 days	ISD #6070	Shauna Dall	
ECSE Admin Asst.	.2	ISD #6070	Kate O'Brien	Purchase shared with IE
MA Billing Data Clerk	1.0	ISD #6070	Shana Grzybowski	
IASC Registered Nurse	220 days	ISD #6070	Nicole Stone	

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT
(IASC Selling SPED Programming to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 118 - NORTHLAND, NO. 002 - HILLCITY, NO. 316 – GREENWAY, NO. 317 – DEER RIVER, NO. 319 – NASHWAUK-KEEWATIN, AND NO. 698 – FLOODWOOD**, hereinafter referred to as "**DISTRICT**".

RECITALS

The parties hereto recite and declare:

- A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
- B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
- C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070**. **ISD 6070** desires and agrees to provide the special education services to **DISTRICT**, as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2022 and shall continue in full force and effect until the 30th day of June, 2023 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

SPECIAL EDUCATION SERVICES PROVIDED. **ISD 6070** shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SPECIAL EDUCATION SERVICES.

- A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
- B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
- C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SPECIAL EDUCATION SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs in an amount proportionate to **DISTRICT**'s previous year end total Average Daily Membership (ADM). An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of special education services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

- D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
- E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

- F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.
- G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
- H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
- I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.
- J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

- A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
- B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: _____

By _____

By _____

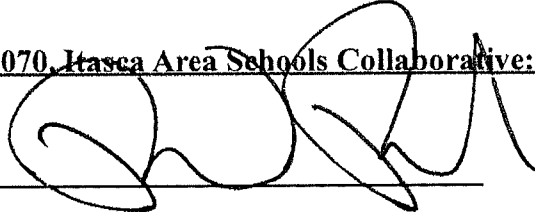
Its _____

Its _____

Date _____

Date _____

ISD #6070, Itasca Area Schools Collaborative:

By  _____

By _____

Its Pat Rendle _____

Its _____

Date 26 May 22 _____

Date _____



Adoption • Chemical Dependency Assessment & Outpatient Treatment
In-Home Services • Foster Care • Outpatient Mental Health Services
Residential: *Treatment Cottage, Boys Program & Teens in Transition*
I.T.A.S.K.I.N. Center: *Stabilization Shelter Unit, 35 Day Evaluation & Detention Center*

North Homes, Inc. North Homes Children & Family Services Business Associate Agreement

"Customer" or "Covered Entity"

Name: Independent School Dist 118
Address: 316 Main Street East Room 200
Remer, MN 56672
Fax: (218) 566-3199
Attn: Dan Parent
Superintendent

"Business Associate"

Name: North Homes, Inc. (NHCFS)
Address: 1880 River Road
Grand Rapids, MN 55744
Fax: (218) 327-1871
Attn: Laurie A Meyer

RECITALS

WHEREAS, Business Associate now and in the future may have relationships with Customer in which Business Associate is entrusted with confidential student/patient Information for use in providing services or products to Customer.

WHEREAS, Business Associate and Customer (each a "Party" and collectively the "Parties") desire to meet their obligations under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Education Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, and as may be applicable to the services rendered by Business Associate to the Customer, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations.

WHEREAS, both parties desire to work collaboratively in an effort to provide professional services for at-risk youth, adults and/or families.

WHEREAS, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Customer ("Protected Health Information"), will be handled between themselves and third parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

210 Beltrami Avenue NW
Bemidji, MN 56601
Office (218) 751-0282
Fax (218) 751-0870

1880 River Road
Grand Rapids, MN 55744
Office (218) 327-3000
Fax (218) 327-1871

324 West Superior Street
Suite 400 Medical Arts Building
Duluth, MN 55802
Office (218) 733-3000 | Fax (218) 733-3079

TERMS AND CONDITIONS

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. (a) Business Associate provides services (which may include CTSS and Mental Health Treatment, Crisis Assistance, Multi Disciplinary Team Meetings, Consultation, Referrals, General Behavioral Health Problem Solving, Training) ("Services") that involve the use and/or disclosure of protected Health Information. These Services are provided to Customer under various mutual agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information created or received from or on behalf of Customer necessary to perform its obligations under the Service Agreements; provided, however, that all other uses not authorized by this Agreement, the applicable Service Agreement, or other written instructions from the Customer, are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents in accordance with Section 2.1(e) below, (ii) as directed by the Customer, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 and Section 1.3 below.

(b) Business Associate may aggregate the protected Health Information in its possession with the Protected Health Information of other customers and covered entities that the Business Associate has in its possession through its capacity as a business associate to such other entities, provided that the purpose of such aggregation is to provide Customer with data analyses relating to the Health Care Operations of the Customer.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may: (a) consistent with 45 C.F.R. 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. 164.514(b). Customer acknowledges and agrees that de-identified Information is not Protected Health Information and that Business Associate may use such de-identified Information for any lawful purpose.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to:

(a) use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law;

(b) report to the designated Privacy Officer of the Customer, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within two days of Business Associate's discovery of such unauthorized use and/or disclosure;

(c) establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Customer;

(d) use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent the unauthorized use and/or disclosure of such Protected Health Information, which shall in no event be less than the efforts Business Associate applies in protecting its own confidential business Information;

(e) require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement and to provide adequate safeguards against improper use or disclosure;

(f) make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Customer's compliance with the Privacy Regulation;

(g) upon written request, make available within thirty days Information necessary for Customer to make an accounting of disclosures of an individual's Protected Health Information; and

(h) subject to Section 4.5 below, return to the Customer or destroy, within ninety days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean segregable databases, files, or recording media identifiable to Customer that are used by Business Associate in providing Services on behalf of Customer).

2.2. Responsibilities of the Customer. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Customer agrees: (a) to obtain any consent or authorization that may be required by 45 C.F.R. 164.506, 164.508, or applicable state law prior to furnishing Business Associate the protected health Information pertaining to an individual; and

(b) that it will not furnish Business Associate protected health Information that is subject to any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Services Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164.522 and agreed to by the Covered Entity.

2.3 Responsibilities of the Parties with Respect to Designated Record Sets. This Section 2.3 applies only if, in the course of performing the Services, Business Associate and Customer agree that Business Associate maintains Designated Records Sets containing Protected Health Information.

a) Business Associate agrees to: (1) at the request of, and in the time and manner designated by the Customer, provide access to the Protected Health Information to the Customer, or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to satisfy a request by such individual under HIPAA; and (2) at the request of, and in the time and manner designated by the Customer, make any amendment(s) to the Protected Health Information that the Customer directs.

(b) Customer agrees to: (1) notify Business Associate, in writing, of any Protected Health Information that Customer seeks to make available to an individual pursuant to HIPAA and agree with Business Associate as to the time, manner, and form in which Business Associate shall provide such access; and (2) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that Customer believes are necessary because of its belief that the Protected Health Information that is the subject of the amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. General Representations. Each Party represents and warrants to the other Party: (a) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the applicable terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this Agreement; (b) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement; and (c) that it is prepared to comply with those provisions of this Agreement required by 45 C.F.R. part 164 on or before April 14, 2003.

4. TERM AND TERMINATION

4.1. Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.

4.2. Termination by the Customer. As provided for under 45 C.F.R. 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Services Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with seven days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty days, Business Associate must cure said breach to the satisfaction of the Covered Entity within ninety days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate termination of this Agreement.

4.3. Termination by Business Associate. Business Associate may immediately terminate this Agreement and any related Services Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to: (i) provide Covered Entity with seven days written notice of the

existence of an alleged material breach; and (ii) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for the immediate termination of this Agreement.

4.4. Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Services Agreement(s) between Customer and Business Associate.

4.5. Effect of Termination. Upon the termination of this Agreement pursuant to this Section 4, Business Associate agrees to return or destroy within ninety days all Protected Health Information identifiable to Customer, including such Information in possession of Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Customer in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

5.1. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health Information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. This Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the parties' compliance with federal and/or state health Information confidentiality laws and regulations and the parties' health Information confidentiality and security obligations under 45 C.F.R. parts 160 through 164.

5.2. Change of Law. Customer shall notify Business Associate within 90 days of any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, which materially alters either Party's or both Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within 90 days of the relevant change of law, either party may terminate this Agreement consistent with sections 4.5 and 5.4.

5.3. Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.

5.4. Survival. Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Customer under the provisions of Sections 2.1, 2.2, and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such Information is retained.

5.5. Amendment: Waiver: Assignment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.6. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above, and/or via facsimile to the facsimile telephone numbers listed above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

5.7. Counterparts: Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.8. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.9 Effective Date. The Effective Date of this Agreement shall be the later of January 5, 2004, or the date on which both parties have executed the Agreement.

5.10 Affiliates. This Agreement shall be binding upon the parties and their current and future Affiliates, successors and permitted assigns. "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

6. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

7. DEFINITIONS

Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**CLIENT: Independent School
District 118**

**North Homes, Inc.
(North Homes Children & Family Services)**

Sign Name: _____

Sign Name: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
NORTH HOMES, INC. AND INDEPENDENT SCHOOL DISTRICT 118**

This Agreement is entered into by and between Independent School District #118, 316 Main Street, Remer, MN 55672 (hereafter District) and North Homes, Inc., 303 SE First Street, Grand Rapids, MN 55744 (hereafter “Contractor”).

RECITALS

The parties hereto recite and declare:

- A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children’s Therapeutic Support Service) certification.
- C. The **District** desires to purchase the services of Contractor for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;
- D. **Contractor** is duly qualified to provide the desired services.
- E. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until June 30, 2023. All of the agreed upon services are available to the District at the same rate with or without the service being included in an individual educational plan (IEP). This agreement shall be renewed automatically for succeeding terms of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.

NHCFS will bill services provided to District #698 students to appropriate 3rd party funding sources. These could include but are not limited to:

Medical Assistance – Primary Funder CTSS
 School Linked Grant – Crisis, Ancillary and Uninsured
 3rd Party Plans – Mental Health Therapy
 Payment Waiver (Guardian Sliding Fee Scale)
 In-Kind - Necessary Unfunded Activity
 School District #698 (with appropriate referral and prior approval)

2. CORE SERVICES OF THE AGREEMENT

CTSS – Standard

School-based CTSS services strengthen students and their families through prevention, intervention and skill building within the school setting. NHCFS professionals and/or practitioners work with the school professional, student and family to formulate goals and objectives identified by the team.

CTSS Services Include:

- Individual, family and group skills training to improve functioning at school, home and in the community.
- Psychotherapy directed towards changing or reducing symptoms of a mental health condition.
- Diagnostic assessments and treatment planning by a licensed Mental Health Professional.
- Student specific consultations with parents and school staff.

CTSS – Intensive

This level incorporates all of the elements in the Standard CTSS but increases the amount of service to the student. Typically this service works in conjunction with the EBD rooms providing a seamless and intensive mental health component to student's experiencing significant emotional and behavioral challenges.

Crisis Intervention

NHCFS school-based practitioners and professionals remain at the ready to respond to any student experiencing a crisis. This would include early intervention and a course of action to ensure ongoing support.

Diagnostic Assessments

As a Rule 29 provider NHCFS has numerous qualified Mental Health Professionals who will make it a priority to provide high quality and timely Diagnostic Assessments. Please note that NHCFS professionals take this very seriously and do not diagnose unless clearly indicated.

Therapy

NHCFS School Practitioners work under the direction of the Mental Health Professional. They are well-trained and supervised to conduct group, individual and/or family skills work. Mental Health Professionals are also available to do therapy at our clinic or in the school if requested.

Ancillary Services and Other Functions**(a) Parent and Child Study Sessions**

NHCFS feels it is very important to create a team with the school and family. Therefore our Practitioners and Mental Health Professionals (when requested) will participate in child and family study, IEP meetings, etc.

(b) Suicide Prevention and Intervention Services

All NHCFS Practitioners are trained in the ASIST (Applied Suicide Intervention Training) curriculum. NHCFS has therapists at our clinics with extensive training in suicide prevention and intervention. At the time of this contract NHCFS has 13 therapists that have completed Trauma Based Cognitive Behavioral Treatment training, 5 of which are nationally certified.

(c) On-going Behavioral Health Consultation

As stated above, when working in the schools we are one team. NHCFS work with very behaviorally challenging children throughout our continuum. Our effectiveness is dependent on our ability in this regard.

(d) Training (Behavioral Management, Mental Health, Suicide Prevention)

NHCFS trains our staff in suicide prevention model Applied Suicide Intervention Skills Training (ASIST), Life Space Crisis Intervention (LSCI), Handle with Care (HWC). Upon request of the District, NHCFS would offer cross training of these skills to the district staff.

(e) Tragic Event Response Services

Whenever a tragedy occurs within a school (i.e. suicide, car accident, etc.) NHCFS commits to put our collective resources on-site to assist, counsel and support. NHCFS professionals are trained and skilled in Informed Trauma Therapy and we commit to assisting your staff and students in coping with tragic events.

(f) Wrap Around Services and Coordination with Community Resources

NHCFS has a comprehensive service continuum and strong connections with community resources, as such, we have at our disposal resources and consultants to address the often

complex needs of students. Our multi-disciplinary team in our Rule 29 Clinic can staff difficult cases and come up with intervention strategies.

3. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Contractor shall utilize best efforts to:

- a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children's Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
- b. Provide appropriate mental health services on a regular basis according to DA (Diagnostic Assessment) specifications.
- c. Provide appropriate documentation required by the school.
- d. Bill all appropriate third party payer sources.
- e. Participate in student's educational meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend a meeting by one of these means, a written update will be provided for the team's review.

4. PAYMENT FOR SERVICES

Payment for client services shall be made directly to the Contractor by Third Party Payor source. It will be the Contractors responsibility to bill and collect for services provided.

The District will provide referral data to the Contractor and will aid in obtaining Consent Authorizations as deemed necessary and appropriate.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services.

5. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Contractor. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue

- to the Contractor or employees of the Contractor performing services under this Agreement.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
 - C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
 - D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
 - E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

6. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:
 - \$3,000,000 Aggregate
 - \$2,000,000 Each Occurrence
- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.

- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$2,000,000 Each Occurrence
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker’s Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker’s Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No educational data may be released by the Contractor to a third party without the express consent of the District’s representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared by the Contractor for the District under this contract, whether having commercial value or not shall be co-owned by the Contractor and the District. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records and by the District as part of the IEP records. Contractor shall not use, allow, or cause to have such materials used

for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor's default is excused by the District, the District may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the District may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the District by reason of delay, price changes, loss of other contracts, loss of income, inability of the District to fulfill other contracts, loss of

other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.

D. Representatives for each of the parties to this Agreement are as listed below:

<u>District</u>	<u>Contractor</u>
Pat Rendel, Superintendent	James C. Christmas, President & CEO
ISD #118	North Homes, Inc.
316 Main Street East	303 SE First Street
Remer, MN 55672	Grand Rapids, MN 55744
218.566-2351	218.327.3000

E. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

11. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor’s employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all

subcontractors, have received training required to properly and safely perform services outlined in this Agreement.

Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

NORTH HOMES, INC.

ISD #118

Contractor/Date

Superintendent, School Board/Date

Chairperson, School Board/Date

Adopted: 11/20/97
Revised: 7/20/00, 6/20/02, 5/20/04,
3/17/05, 4/20/06, 4/09, 7/14, 2/16
Annual Review: 3/15/07, 02/08, 10/16, 7/22

Independent School District # 118 Policy 506

506 STUDENT DISCIPLINE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as

appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice.

They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. [\(Refer to Major Discipline Guidelines in Appendix A\)](#)
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Hazing;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Opposition to authority using physical force or violence;
 - 7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;
9. Using, possessing, distributing, or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules ;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy.
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school district' bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to-toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms. Or language, whether oral or written, that is discriminatory, abusive, obscene, threatening, intimidating or ~~that degrades-degrading to~~ other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violations of the school district's one-to-one device rules and regulations;
- ~~454.~~ Violation of school rules, regulations, policies, or procedures;
- ~~465.~~ Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Parent contact;
- C. Parent conference;
- D. Removal from class;
- E. In-school suspension;
- F. Suspension from extracurricular activities;
- G. Detention or restriction of privileges;
- H. Loss of school privileges;
- I. In-school monitoring or revised class schedule;
- J. Referral to in-school support services;
- K. Referral to community resources or outside agency services;
- L. Financial restitution;
- M. Referral to police, other law enforcement agencies, or other appropriate authorities;
- N. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- O. Out-of-school suspension under the Pupil Fair Dismissal Act;
- P. Preparation of an admission or readmission plan;
- Q. Saturday school;

- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. ~~Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.~~

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

[Note: The following Sections C. - K. must be developed and inserted by each school district based upon individual district practices, procedures and preferences.]

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

1. ~~Specify procedures to be followed by a teacher, administrator or other school district employee to remove a student from a class;~~
 2. ~~Specify required approvals necessary;~~
 3. ~~Specify paperwork and reporting procedures.~~
- (1) If removal is for part of one class period simply to provide the student with some time to avoid problems or to provide a clear warning of serious consequences the Northland Behavior Flowchart will be followed. (Refer to Appendix B)
- (2) If, however, the removal is for an entire period or more, up to a limit of five (5) periods or five (5) hours, whichever is less, the following procedures must be observed:
- (a) If a student is removed from class the support room staff or administration will complete a major discipline referral describing the student's behavior.
 - (b) If a student refuses to be removed, one or more of the following will be implemented:
 - (i) Support staff and/or Crisis Team alerted
 - (ii) Removal of peers
 - (iii) Crisis Prevention Interventions

D. Responsibility for and Custody of a Student Removed From Class.

1. ~~Designation of where student is to go when removed;~~
2. ~~Designation of how student is to get to designated destination;~~
3. ~~Whether student must be accompanied;~~
4. ~~Statement of what student is to do when and while removed;~~
5. ~~Designation of who has control over and responsibility for student after removal from class.~~

- a. Teachers removing students from class are required to direct the student to the support room and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the support room, and, if so, make the necessary arrangements.
- b. The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.
- c. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.
- d. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

E. Procedures for Return of a Student to a Class From Which the Student Was Removed.

1. ~~Specification of procedures;~~
2. ~~Actions or approvals required such as notes, conferences, readmission plans.~~
 1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/guardian(s).
 2. At the time of this conference, a plan of action will be established.

F. Procedures for Notification.

- (1) 1. Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.

~~Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~

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

G. ~~Disabled~~ Students with Disabilities; Special Provisions.

(a) 1. In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary.

2. In cases involving students with suspected disability, the student assistance team or school counselor will be notified, and the school's pre-referral intervention process will be followed.

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

~~2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individual Education Plan (IEP) of a disabled student who is removed from class or disciplined; and~~

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

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

(a) 1. The District has established a chemical /alcohol abuse pre-assessment team (Student Support Teams or Student Intervention Teams) pursuant to Minnesota Statute 121A.26;

2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.

~~Establishment of a chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26;~~

~~2. Establishment of a school and community advisory team to address chemical abuse problems in the district pursuant to Minn. Stat. § 121A.27; and~~

~~3. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minn. Stat. § 121A.29.~~

I. Procedures for Encouraging Early Detection of Behaviors Problems and Involvement of Parents/Guardians in Attempts to Improve a Student's Behavior

- (c) During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.
- (d) School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
- (e) School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.
- (f) Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
- (g) Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.
- (h) Staff will intervene and support students early on as behavior concerns are surfacing.
- (i) Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
- (j) In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.
- (k) A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.
- (l) Schools will communicate with parent/guardian about academic progress and encourage parents/guardians to assist in identifying concerns.

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

~~J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.~~

~~K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.~~

IX. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

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

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

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to

dismissal for one (1) school day or less, except as may be provided in federal law for a student with a disability.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. In the case of a student with a disability, the student's individual education plan team shall meet immediately but not more than ten (10) school days after the date on which the decision to remove the student from the student's current education placement is made. The individual education plan team must review all relevant information in the student's file to determine if the conduct in question was (i) caused by, or had a direct and substantial relationship to, the child's disability, or (ii) the direct result of the school's failure to implement the individual education plan.

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

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as

indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon the which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49.

The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district shall report each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report shall include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

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

XII. STUDENT DISCIPLINE RECORDS

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

XIII. DISABLED STUDENTS

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

Where a student is dismissed for five (5) or more consecutive days, or has accumulated

more than ten (10) days of dismissal over the course of the school year, the school district will convene a meeting to determine whether the student's educational program is appropriate and whether the behavior subject to discipline is a manifestation of the student's disability. Such a meeting must be held within ten (10) days of the school district's decision to remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team will confer on the appropriate discipline (excluding exclusion or expulsion) and take steps to alter the student's educational program, as necessary. Regardless of whether the behavior is a manifestation of the student's disability, if the team determines that the student's educational program is either not appropriate or not being properly implemented, the team will take steps to alter the program and will take any program alterations into account in determining appropriate discipline.

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

XIV. OPEN ENROLLED STUDENTS

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

XV. DISTRIBUTION OF POLICY

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

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any

recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

NORTHLAND **BEHAVIOR FLOW CHART**

Classroom Environment and Teacher Strategies

Teach/Reteach Eagle Pride Expectations throughout year

Reinforce positive behaviors with students using Praise and Golden Tickets

Continue building relationships with students and families

Observe Problem Behavior

MINOR

Is Behavior Minor/ Major?

MAJOR

Follow classroom management plan

If behavior continues contact Student Support Room and send student with support room form or give information to staff over phone

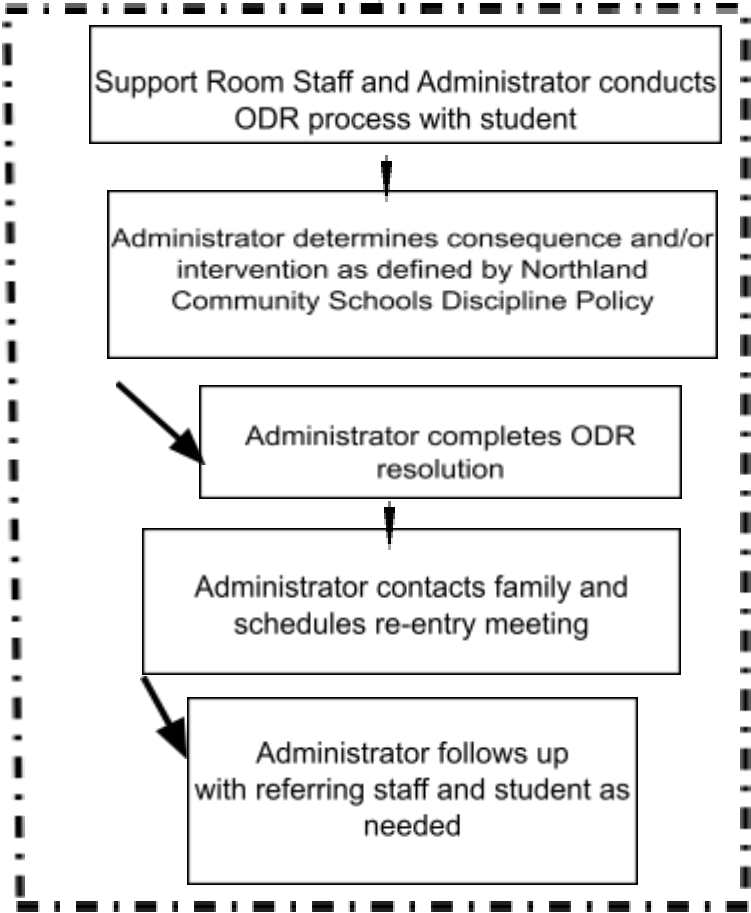
Student will process with Support Room Staff and follow the steps necessary to return to class

Support Room Staff will contact teacher for student to return

If behavior escalates to a Major?

If major behavior occurs call the Student Support Room and send the student ODR will be processed by Support Room staff

If major behavior occurs, and you are not able to do the above due to time of day or off campus contact Student Support Room staff to start ODR process



Major Discipline Guidelines (Elementary School)

Infraction	Definition	Grade	Consequence	
			Minimum	Maximum
Academic Dishonesty	Intentional behavior including, but not limited to, plagiarism, copying another's work, cheating, or altering records. Knowingly using information or property of another, or knowingly sharing academic information to gain an unfair advantage.	K-2	Mediation	5 Day OSS, Loss of Credit
		3-6	Parent notification	
Alcohol/Drugs	The possession or use of intoxicating alcoholic beverages, chemical substances, narcotics, prescription medications, inhalants, controlled substances, synthetic substances, or substances that students represent to be chemical substances, narcotics, or controlled substances. This includes being under the influence at school, school-sponsored events and on school-sponsored transportation.	K-2	1 Day OSS	5 Day OSS
		3-6	3 Day OSS	Expulsion
Arson	Intentional destruction of, or damage to, property by means of fire or explosives.	K-2	5 Day OSS	Expulsion
		3-6	10 Day OSS	
Assault	Intentionally, knowingly or recklessly causing any physical injury to another person	K-2	1 Day OSS	Expulsion
		3-6	3 Day OSS	
Bomb Threat	Threat to harm students, staff, or school property by use of a bomb.	K-2	5 Day OSS	Expulsion
		3-6	5 Day OSS, Police referral	
Bullying	The repeated delivery of direct or technology-based messages or acts that involve intimidation, imbalance of power, teasing, taunting, threats, or name calling.	K-2	Mediation (relationship repair with offended party)	Expulsion
		3-6		
Harassment (Cyber)	The delivery of technology-based messages or acts that involve intimidation, teasing, taunting, threats, or name calling.	K-2	Mediation (relationship repair with offended party) and/or ISS	Expulsion
		3-6		
Harassment (Racial)	Race discrimination involves treating someone unfavorably because he/she is of a certain race or because of personal characteristics associated with race. Harassment can include, for example, racial slurs, offensive or derogatory remarks about a person's race or color, or the display of racially-offensive symbols.	K-2	Mediation (relationship repair with offended party) and/or ISS	Expulsion
		3-6		
Harassment (Physical)	The persistent or repeated annoying or tormenting of another person in a physical manner	K-2	Mediation (relationship repair with offended party) and/or ISS	Expulsion
		3-6		
Harassment (Sexual)	The unwelcome conduct of sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.	K-2	1 Day OSS	Expulsion
		3-6	2 Day OSS	
Harassment (Verbal)	The persistent or repeated annoying or tormenting of another person in a verbal manner	K-2	Mediation (relationship repair with offended party) and/or ISS	Expulsion
		3-6		
Controlled Substances (prescription)	Possession of medication that is prescribed to the student, but the possession is against school policy.	K-2	Conference, parent notification	Expulsion
		3-6		
Defiance/ Disrespect	Treating any staff member or any others with contempt or rudeness. Intentionally resisting or disregarding authority and/or excessive arguing with refusal to redirect.	K-2	Conference with Administration Mediation (relationship repair with offended party)	Long Term Suspension (More Than 10 Days)
		3-6		
Disruption/Disorderly/ Insubordination	Creating disturbances in class, on campus, or at school-sponsored events. Continual or repeated disruptions may warrant more severe consequences.	K-2	Conference	Long Term Suspension
		3-6	Conference and/or Lunch/Recess Detention	
Dress Code Violation	Student wears clothing that does not fit within the dress code guidelines practiced by the school/district	K-2	Conference / Parent Contact / Change of clothes	3 Day OSS
		3-6		
Endangerment	Recklessly creating a risk of injury or imminent injury to another.	K-2	1 Day OSS	Expulsion
		3-6	3 Day OSS	
Excessive vulgar language/swearing	The use of profanity or any derogatory language stated publicly.	K-2	Mediation (relationship repair with offended party)	10 Day OSS
		3-6		
Fighting	When two or more persons engage in any violence toward each other in an angry or quarrelsome manner.	K-2	1 Day OSS	Expulsion
		3-6	3 Day OSS	
Gang Activity	Student uses gesture, dress, and/or speech to display affiliation with a gang.	K-2	Parent Contact	Expulsion
		3-6	Parent Contact	
Hazing	Committing an act against a student, or coercing a student into committing an act, that endangers the mental or physical health or safety of that student, in order for the student to be initiated into or affiliated with a student organization.	K-2	Parent Contact	Expulsion
		3-6	1 Day OSS	
Skipping Class and/or Tardies	Failure to be at a designated location at a specified time.	K-2	Lunch/Recess Detention and/or make up lost learning time	3 Day OSS
		3-6		
Illegal Drugs	Possession, use, solicitation, or distribution of a controlled substance.	K-2	3 Day OSS	Expulsion
		3-6	5 Day OSS	
Over-the-Counter Medications against School Policy	A student found in possession of an over the counter medication, unless the student has complied with the school district's policy for such medication.	K-2	Conference and/or ISS	Expulsion
		3-6		
Leaving school grounds without permission	Leaving school grounds or being outside of the school building during regular school hours without permission.	K-2	1/2 Day OSS	5 Day OSS
		3-6		
Physical Contact (Minor Aggressive Act)	The behavior of rough boisterous play, minor confrontations, pushing and/or shoving.	K-2	Mediation (relationship repair with offended party) and/or ISS	Long Term Suspension
		3-6		
Pyrotechnics	Possession or use of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, gasoline, lighter fluid, firecrackers, fireworks, smoke bombs, etc. that contain flash powder, gunpowder, blackpowder, or any other explosive compound.	K-2	Conference	Expulsion
		3-6	1 Day OSS	
Robbery	Taking or attempting to take anything of value or personal property that is owned by another person or organization, by force or threat of force or violence.	K-2	Mediation (relationship repair with offended party)	10 Day OSS/Restitution
		3-6	Mediation (relationship repair with offended party) and/or ISS	
Sexual Misconduct (Inappropriate Display of Affection)	Violating school policies of kissing, hugging, fondling, or touching in public.	K-2	Conference with students	Long Term Suspension
		3-6		
Technology	The misuse of school or personal electronic devices, computer system, web pages, and networks for the intended educational use or other violations of school policy. Cell phone violations to follow school policy.	K-2	Conference, Loss of Privilege	10 Day OSS/Restitution
		3-6		
Theft	Taking the property of another person or school without permission, with the intent of not returning it. No force is involved.	K-2	Mediation (relationship repair with offended party)	10 Day OSS/Restitution
		3-6	Mediation (relationship repair with offended party) and/or ISS	
Threat/Intimidation	When a person indicates by word or physical action, the intent to cause physical injury or serious damage to a person or their property.	K-2	Mediation (relationship repair with offended party) and/or Lunch/Recess Detention	Expulsion
		3-6		
Tobacco	The possession or use of smoking tobacco, smokeless tobacco, vapes and all delivery devices on school property, at school-sponsored events and on school-sponsored transportation.	K-2	1 Day OSS and completion of educational training	3 Day OSS and involve law enforcement
		3-6		
Vandalism	Willful destruction or defacement of school property or personal property.	K-2	Conference and Restitution	Expulsion/Restitution
		3-6	1 Day OSS and Restitution	
Verbal Abuse	Using abusive, threatening, profane or obscene language either oral or written (including Social Media) by a student toward a staff member or another student, including, but not limited to, conduct which degrades people because of their gender, race, religion, ethnic background, or physical or mental handicaps	K-2	Mediation (relationship repair with offended party) and/or ISS	Expulsion
		3-6		
Weapons	Being in the possession of a thing designed or used for inflicting bodily harm or physical damage.	K-2	1 Day OSS	Expulsion
		3-6	3 Day OSS	

***Any majors are also held to the consequences and code of conduct set forth by the Minnesota State High School League for students participating in extra-curricular activities that fall under this league.

***All consequences fall under the discretion of administration.

Major Discipline Guidelines (High School)

Infraction	Definition	Grade	Consequence	
			Minimum	Maximum
Academic Dishonesty	Intentional behavior including, but not limited to, plagiarism, copying another's work, cheating, or altering records. Knowingly using information or property of another, or knowingly sharing academic information to gain an unfair advantage.	7-12	Loss of credit	5 Day OSS, Loss of Credit
Alcohol/Drugs	The possession or use of intoxicating alcoholic beverages, chemical substances, narcotics, prescription medications, inhalants, controlled substances, synthetic substances, or substances that students represent to be chemical substances, narcotics, or controlled substances. This includes being under the influence at school, school-sponsored events and on school-sponsored transportation.	7-12	5 Day OSS	Expulsion
Arson	Intentional destruction of, or damage to, property by means of fire or explosives.	7-12	10 Day OSS	Expulsion
Assault	Intentionally, knowingly or recklessly causing any physical injury to another person	7-12	5 Day OSS	Expulsion
Bomb Threat	Threat to harm students, staff, or school property by use of a bomb.	7-12	10 Day OSS, Police referral	Expulsion
Bullying	The repeated delivery of direct or technology-based messages or acts that involve intimidation, imbalance of power, teasing, taunting, threats, or name calling.	7-12	1 Day ISS	Expulsion
Harassment (Cyber)	The delivery of technology-based messages or acts that involve intimidation, teasing, taunting, threats, or name calling.	7-12	1 Day ISS	Expulsion
Harassment (Racial)	Race discrimination involves treating someone unfavorably because he/she is of a certain race or because of personal characteristics associated with race. Harassment can include, for example, racial slurs, offensive or derogatory remarks about a person's race or color, or the display of racially-offensive symbols.	7-12	3 Day OSS	Expulsion
Harassment (Physical)	The persistent or repeated annoying or tormenting of another person in a physical manner	7-12	Mediation (relationship repair with offended party) and/or ISS	Expulsion
Harassment (Sexual)	The unwelcome conduct of sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.	7-12	3 Day OSS	Expulsion
Harassment (Verbal)	The persistent or repeated annoying or tormenting of another person in a verbal manner	7-12	Mediation (relationship repair with offended party) and/or ISS	Expulsion
Controlled Substances (prescription)	Possession of medication that is prescribed to the student, but the possession is against school policy.	7-12	Conference, parent notification	Expulsion
Defiance/ Disrespect	Treating any staff member or any others with contempt or rudeness. Intentionally resisting or disregarding authority and/or excessive arguing with refusal to redirect.	7-12	Lunch Detention	Long Term Suspension (More Than 10 Days)
Disruption/Disorderly/ Insubordination	Creating disturbances in class, on campus, or at school-sponsored events. Continual or repeated disruptions may warrant more severe consequences.	7-12	Lunch Detention	Long Term Suspension
Dress Code Violation	Student wears clothing that does not fit within the dress code guidelines practiced by the school/district	7-12	Conference / Parent Contact / Change of clothes	3 Day OSS
Endangerment	Recklessly creating a risk of injury or imminent injury to another.	7-12	5 Day OSS	Expulsion
Excessive vulgar language/swearing	The use of profanity or any derogatory language stated publicly.	7-12	Lunch Detention	10 Day OSS
Fighting	When two or more persons engage in any violence toward each other in an angry or quarrelsome manner.	7-12	5 Day OSS	Expulsion
Gang Activity	Student uses gesture, dress, and/or speech to display affiliation with a gang.	7-12	1 Day OSS	Expulsion
Hazing	Committing an act against a student, or coercing a student into committing an act, that endangers the mental or physical health of safety of that student, in order for the student to be initiated into or affiliated with a student organization.	7-12	3 Day OSS	Expulsion
Skipping Class and/or Tardies	Failure to be at a designated location at a specified time.	7-12	Lunch Detention and/or ISS	3 Day ISS
Illegal Drugs	Possession, use, solicitation, or distribution of a controlled substance.	7-12	5 Day OSS	Expulsion
Over-the-Counter Medications against School Policy	A student found in possession of an over the counter medication, unless the student has complied with the school district's policy for such medication.	7-12	1 Day OSS	Expulsion
Leaving school grounds without permission	Leaving school grounds or being outside of the school building during regular school hours without permission.	7-12	1 Day ISS	5 Day OSS
Physical Contact (Minor Aggressive Act)	The behavior of rough boisterous play, minor confrontations, pushing and/or shoving.	7-12	1 Day ISS	Long Term Suspension
Pyrotechnics	Possession or use of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, gasoline, lighter fluid, firecrackers, fireworks, smoke bombs, etc. that contain flash powder, gunpowder, blackpowder, or any other explosive compound.	7-12	3 Day OSS	Expulsion
Robbery	Taking or attempting to take anything of value or personal property that is owned by another person or organization, by force or threat of force or violence.	7-12	ISS and Restitution	10 Day OSS/Restitution
Sexual Misconduct (Inappropriate Display of Affection)	Violating school policies of kissing, hugging, fondling, or touching in public.	7-12	Lunch Detention	Long Term Suspension
Technology	The misuse of school or personal electronic devices, computer system, web pages, and networks for the intended educational use or other violations of school policy. Cell phone violations to follow school policy.	7-12	Conference, Loss of Privilege	10 Day OSS/Restitution
Theft	Taking the property of another person or school without permission, with the intent of not returning it. No force is involved.	7-12	ISS and Restitution	10 Day OSS/Restitution
Threat/Intimidation	When a person indicates by word or physical action, the intent to cause physical injury or serious damage to a person or their property.	7-12	Mediation (relationship repair with offended party) and/or Lunch/Recess Detention	Expulsion
Tobacco	The possession or use of smoking tobacco, smokeless tobacco, vapes and all delivery devices on school property, at school-sponsored events and on school-sponsored transportation.	7-12	1 Day ISS and completion of educational training	3 Day OSS and involve law enforcement
Vandalism	Willful destruction or defacement of school property or personal property.	7-12	3 Day OSS and Restitution	Expulsion/Restitution
Verbal Abuse	Using abusive, threatening, profane or obscene language either oral or written (including Social Media) by a student toward a staff member or another student, including, but not limited to, conduct which degrades people because of their gender, race, religion, ethnic background, or physical or mental handicaps	7-12	Mediation (relationship repair with offended party) and/or ISS	Expulsion
Weapons	Being in the possession of a thing designed or used for inflicting bodily harm or physical damage.	7-12	5 Day OSS	Expulsion

***Any majors are also held to the consequences and code of conduct set forth by the Minnesota State High School League for students participating in extra-curricular activities that fall under this league.

***All consequences fall under the discretion of administration.

Commercial Lease Agreement

This lease is made between:
Little Sand Group Homes
Herein called the Lessor and

Independent School District #118
Herein called the Lessee.

Lessee hereby offers to lease from the Lessor and premises situated on County Road 4, Remer, County of Cass, and State of Minnesota, described as:

Little Sand Group Homes
7646 Little Sand Lane NE
Remer MN 56672

Upon the following TERMS and CONDITIONS:

Term and Rent: Lessor to lease to Lessee the above premises for a term of **twelve (12) months** commencing **July 1st, 2022** and terminating **June 30th, 2023** as provided herein. Lessee shall pay to Lessor, without deduction or offset and prior to notice or demand and for the use and occupancy of the leased premises, a monthly rental of **\$900.00** payable in advance on the 1st day of each and every calendar month thereafter in advance.

(A) All rental payments shall be made to Lessor, at the following address:
5910 Little Sand Lane NE, Remer MN 56672

Use: Lessee shall use and occupy the premises for: **Public School Class Rooms**, the premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. The staff and residents of Little Sand Group Homes will have access to the building during the lease agreement - not to interfere with school hours.

Maintenance and Repair of Premises:

- The Lessor shall, at the Lessor's sole cost and expense, through the term of this Lease and any renewal term, maintain the Property fit for use as Public School Class Rooms, including the foundations, exterior walls, and roof of the premises, all plumbing, sewage, and electrical systems, as well as any HVA and/or heating and cooling systems serving the premises, as well as the water treatment system (including water softener), in good repair.
 - The Tenant, at its own expense, shall maintain the interior of the premises at all times subject to ordinary wear and tear and damage by casualty and condemnation excepted, and in a clean, sanitary, and safe condition.
-
- **Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the premises. Lessor's written consent shall not be unreasonably withheld.

Ordinances and Statutes: Lessee shall, at Lessee's sole cost comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, pertaining to the use of said premises and shall faithfully observe in said use all municipal ordinances, state and federal statutes now in force or which may hereafter be in force and observe and maintain all Environmental standards.

Assignment and Subletting: Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonable withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities: The Lessee has agreed to have a phone line and internet connection run to the building at their costs and they will maintain the monthly bills. All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessor. The Lessor shall be solely liable for utility charges as they become due, including those for heat and electricity.

- Lessee's Indemnification. Lessee agrees to protect, indemnify, and save the Lessor harmless from and against any and all claims, and against any and all loss, cost, damage, or expense, including but without limitation, reasonably attorneys' fees, arising from:
 - Premises. Any injury or damage to any person or property sustained in or about the premises during the term of this Lease or any extension or renewal thereof; provided, however, Lessee's obligations under this Paragraph shall not apply to the extent caused by any entry in or around the premises by Lessor, its agents, contractors or employees (hereinafter "Lessor Entry") or caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees, or Landlord's failure to maintain the premises as required by this Lease.
 - Negligence. Any injury or damage to any person or property to the extent caused by the negligence or willful misconduct of Lessee, its agents, contractors, or employees, however, Lessee's obligations under this Paragraph shall not apply to injury, death or damage resulting from any Lessor Entry to the extent caused by the negligence or willful misconduct of the Lessor, its agents, contractors or employees, or Lessor's failure to maintain the premises as required by this Lease.
 - Noncompliance. Noncompliance with any federal, state, or local laws, orders, and regulations.
 - Survival. This indemnity shall survive the expiration or earlier termination of this Lease for a period of two (2) years.
- Lessor's Indemnification. Lessor agrees to protect, indemnify, and save the Lessee harmless from and against any and all claims, and against any and all loss, cost, damage, or expense, including but without limitation, reasonably attorneys' fees, arising from:
 - Negligence. Any injury or damage to any person or property to the extent caused by the negligence or willful misconduct of Lessor, its agents, contractors, or employees; provided however, Lessor's obligations under this Paragraph shall not apply to injury or damage to the extent caused by the negligence or willful misconduct of Lessee, its agents, contractors, or employees.
 - Noncompliance. Noncompliance with any federal, state, or local laws, orders, and regulations.
 - Representations and Warranties. Any breach of Lessor's covenants, representations, or warranties in this Lease.
 - Survival. This indemnity shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

Insurance: Lessee, at Lessee(s) sole cost and expense, but for the mutual benefit of Lessor and Lessee maintain public liability insurance, including liability against claims for personal injury, death, or property damage occurring in, upon, or about the premises and on any sidewalks directly adjacent to the premises. The limits of liability of such insurance shall meet the criteria and limits required by the School District #118.

Insurance: All such policies of insurance shall be issued in the name of the Lessee, with the Lessors named as additional insured. Evidence of the insurance of such policies shall be delivered to Lessor within thirty (30) days after the term of the Lease commences. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor in writing at least thirty (30) days prior to any cancellation or material change of coverage.

- **Casualty and Eminent Domain**

- **Casualty.** If the Premises, Building or other improvements on the Land shall be damaged or destroyed in whole or in part by fire or other casualty during the Lease term, unless this Lease is terminated as provided in this Section, Lessor shall promptly repair and restore the Premises, Building, or other improvements to a condition equal to its condition immediately prior to such damage or destruction and in conformity with and pursuant to all applicable requirements of law and duly constituted governmental authority. From the date of such casualty, until the Building is so repaired and restored, Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Premises destroyed or rendered untenable bears to the total Building. Lessor shall substantially complete any such repair and restoration within sixty (60) days after the casualty. If it reasonably appears that Lessor will be unable to substantially complete the repair and restoration within the 60-day period or if Lessor fails to substantially complete the repair and restoration of the Premises within the 60-day period, either Lessor or Lessee may terminate this Lease by giving thirty day (30) written notice to the non-terminate party at any time before the repair and restoration is substantially completed.
- **Eminent Domain.** If all of the Premises shall be taken by any public authority under the power of eminent domain or conveyed in lieu of condemnation, this Lease shall terminate as of the day possession is taken by the public authority, and Lessee shall pay Rent up to that date. If less than all of the Premises is taken and the taking would (a) materially interfere with Lessee's business in the Premises (in Lessee's reasonable judgment), or (b) would materially reduce available parking at the Premises in a manner that would interfere with Lessee's business operations (in Lessee's reasonable judgment), then Lessee shall have the option to terminate this Lease on the date the public authority takes possession, upon written notice to Lessor given within ninety days after the date of such taking.

Default. This should be added

- **By Lessee.** Lessee shall be deemed in default in the event Tenant shall: (i) fail to pay any Rent within ten business days after written notice of such default has been given to Tenant by Landlord; or (ii) fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Lessee for more than thirty (30) days after written notice of such default has been given to Lessee by Lessor (or such other reasonable time to cure as necessary if such default is not susceptible to cure within thirty (30) days and Lessee, upon receipt of such notice, promptly and diligently attempts to effect such cure), or (iii) be declared insolvent or

make any general assignment for the benefit of creditors, file or have filed against it a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days). In the event of a Lessee default (which remains uncured beyond applicable cure period), upon notice to Lessee and in addition to any other remedies available at law or in equity, Lessor may cure Lessee's default as provided in this Section below, terminate this Lease, or re-enter and recover possession of the Premises without affecting Lessee's liability for past Rent and other charges due or future Rent or other obligations under the Lease and other charges to accrue hereunder. In the event that Lessor re-acquires possession of the Premises as a consequence of any such default, Lessor shall use reasonable efforts to mitigate its damages, and any rents collected by Lessor from reletting the Premises shall be credited to the fulfillment of the agreements of Lessee under this Lease; provided, however, in no event shall Lessee have any right to any payment from Lessor of any sums received by Lessor as a result of any relating of the Premises in excess of the Rent payable by Lessee hereunder.

- **By Lessor.** Lessor shall be deemed in default in the event Lessor: (i) fails to pay real estate taxes when due; (ii) fails to maintain the Premises in a manner that does not allow the Lessee to operate its business to the extent required of Lessor by the terms of this Lease; (iii) fails to maintain the foundations, exterior walls, and roof of the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (iv) fails to maintain all plumbing (including water softener/water treatment system), sewage, and electrical systems serving the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (v) fails to maintain the HVAC and/or heating and cooling systems serving the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (vi) fails to perform any of the other terms, conditions, or covenants of this Lease, including the Work Obligations, to be performed or observed by the Lessor for more than thirty (30) days after written notice of such default has been given to Lessor by Lessee (or such other reasonable time to cure as necessary if such default is not susceptible to cure within thirty (30) days and Lessor, upon receipt of such notice, promptly and diligently attempts to effect such cure); or (vii) be declared insolvent or make any general assignment for the benefit of creditors, file or have filed against it a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy.
- **Remedies Cumulative.** The rights and remedies of Landlord and Tenant under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law.
- **Non-Waiver.** The waiver by Lessor or Lessee of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rent or any of Lessor's or Lessee's rights under this Lease by such remedies as may be appropriate. No extension of time, forbearance, neglect, or waiver on the part of Lessor or Lessee with respect to any one or more of the covenants, terms, or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms, or conditions of this Lease, or as an estoppel against Lessor or Lessee.

Lessor's Representations and Warranties

Lessor represents, warrants and covenants to Lessee that has full right and lawful authority to enter into and perform Lessor's obligations under this Lease for the initial term and all renewal terms, subject to the performance by Lessee of the terms and conditions of this Lease, Lessee shall peaceably have and enjoy, during the term hereof, the quiet and undisturbed possession of the Premises and all other rights of Lessee under this Lease for

the term of this Lease without interference or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor. The foregoing representations and warranties shall survive the expiration or earlier termination of this Lease

Notices - All notices to be given by Lessor or Lessee shall be by either email or in writing and shall be personally delivered, sent registered or certified mail, postage prepaid, or sent by a nationally recognized courier service, to the other party at the address in this Section (or to such other address as may be designated by notice to the other party) and shall be deemed given upon the earlier of (i) personal delivery, (ii) the date that is five business days after mailing by U.S. Mail, (iii) the date of delivery by courier, or (iv) the date of refusal to accept service:

If to Lessor: Little Sand Group Homes
Attn: _____
7646 Little Sand Lane NE
Remer, MN 56672

If to Lessee: Independent School District 118
Attn: Pat Rendall, Superintendent
316 Main St E
Remer, MN 56672

Security Deposit: The Lessor does not require a security deposit.

Option to Renew: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term.

Subordination: This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Counterparts/Facsimile Copies - This Lease may be executed in counterparts, all of which taken together shall constitute one and the same instrument. Lessor and Lessee agree that facsimile or other electronic executed copies of this Lease shall be binding.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the party's execution hereof:

LESSOR: Little Sand Group Homes
Address: 7646 Little Sand Lane NE
Remer, MN 56672

Signature: Michelle Lep

Title: Executive Director

Dated: 6/13/22

LESSEE: Independent School District #118
Address: 316 Main St E
Remer, MN 56672

Signature: _____

Title: _____

Dated: _____



**ADDENDUM A
Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner: April Hoy
Client: Northland Community Schools
Assignment Start Date: 08/29/2022 **Assignment End Date:** 06/06/2023
Position: Tele - SPED
Hours per Week: 37.50
Bill Rate per Hour: \$ 71.00 *Bill Rate is all-inclusive^(a)*
Technology Fee: \$ N/A

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

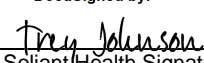
Miscellaneous: Not Applicable

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

Northland Community Schools

SOLIANT HEALTH, LLC

Client Representative Signature Date

DocuSigned by:

 6/9/2022

 Soliant Health Signature Date

Print Name

Trey Johnson

Print Name

Title

Account Executive

Title



**ADDENDUM B
Teleservices Provisions**

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Northland Community Schools

SOLIANT HEALTH, LLC

Client Representative Signature

Date

DocuSigned by:
Trey Johnson
Soliant Health Signature
B637F6A425434C3...

6/9/2022

Date

Print Name

Trey Johnson

Print Name

Title

Account Executive

Title



**ADDENDUM C
Duties and Responsibilities**

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Northland Community Schools

SOLIANT HEALTH, LLC

Client Representative Signature

Date

DocuSigned by:

Trey Johnson

Soliant Health Signature

6/9/2022

Date

Print Name

Trey Johnson

Print Name

Title

Account Executive

Title



**ADDENDUM D
VocoVision Equipment Policies**

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial