



**ROCK RIDGE PUBLIC SCHOOLS  
411 SOUTH 5TH AVENUE  
VIRGINIA MN 55792**

## **Regular Meeting**

**Monday, December 13, 2021 at 6:00 PM**

**Rock Ridge Administration Building (formerly Spectrum Health Building), 1405 Progress Parkway, Virginia, MN 55792**

### **AGENDA**

*Masks are required to be worn on school district property and during school board meetings.*

1. Call to order.
2. Seat newly-elected school board directors.
3. Approval of agenda.
4. Presentation of Truth in Taxation information. 5
  1. Consider certifying levy for 2022-2023 at \$4,207,275.42.
5. Recognition of visitors and visitor input.
6. Consent Agenda:
  1. Approval of November 22, 2021 regular meeting minutes. 23
  2. Payment of the bills. 26
  3. Approval of hire of Jeremy Deedrick for the 0.8 FTE Title I Interventionist (Roosevelt/Nelle Shean) position, BA 1 Step 1 (0.8 FTE), effective December 1, 2021.
  4. Approval of hire of Bridget LaCoursiere for the Para Educator (Roosevelt) position effective December 1, 2021.
  5. Approval of hire of Mindy Stanaway for the Para Educator (Roosevelt) position effective December 7, 2021.
  6. Approval of hire of Laurie Stewart Warner for the Special Education Teacher (VHS) position, BA Step 5, effective December 13, 2021.
  7. Approval of hire of Paul Brainard for the Homebound Instructor (EGHS) position, at the Summer School rate of pay, effective December 13, 2021.

8. Approval of hire of Amanda Rasmussen for the Special Education Teacher (VHS) position, BA+20 Step 3, effective January 3, 2022.
9. Acceptance of transfer of Danielle Westling to the Temporary Para Educator (Parkview) position effective December 13, 2021.
10. Approval of winter coaches for the 2021-2022 school year. 49
11. Approval of Addison Johnson as a volunteer coach for Track and Field for 2021-2022.
12. Approval of resignation of Tim Tamaro from the Custodian/General Maintenance/Grounds/Driver position effective November 15, 2021.
13. Acceptance of donation from Frank Haege in the amount of \$100.00 to the #RockRidgeRising Campaign.
14. Acceptance of donation from Jennie (Witty) Emcott and family in the amount of \$100.00 to the #RockRidgeRising - Steve Kerzie Legacy Fund.
15. Acceptance of donation from John and Susan Pearsall in the amount of \$100.00 to the #RockRidgeRising Campaign.
16. Acceptance of donation from Mike, Marc, and Mitch Muhich in the amount of \$150.00 to the #RockRidgeRising Campaign - Boys' Hockey in memory of Dave Hendrickson.
17. Acceptance of donation from Cory Groves in the amount of \$250.00 to the #RockRidgeRising Campaign - Dallis Frandsen Music Learning Lab.
18. Acceptance of an anonymous donation in the amount of \$500.00 to the #RockRidgeRising Campaign - \$250.00 for the choir program and \$250.00 for the band program.
19. Acceptance of donation from Greg and Jane Gilness in the amount of \$1,000.00 to be used for the Industrial Arts and Music Departments and the RRHS Aquatic Center scoreboard in memory of Darrell and Jeanine Gilness and Verne and Lina Ojanpa.
20. Acceptance of donation from Mr. and Mrs. William P. Welch in the amount of \$2,000.00 for the first Rock Ridge Robotics Program. This is the first installment of an annual payment - \$2,000 for ten years.
21. Acceptance of donation from Ben Deutsch in the amount of \$5,000.00 to the #RockRidgeRising Campaign - Baldrice Learning Lab.
22. Acceptance of donation from Stephen Gentilini in the amount of \$5,000.00 to the #RockRidgeRising Campaign - Baldrice Learning Lab.
23. Acceptance of donation from Dr. Cameron and Ruth Jayson in the amount of \$5,000.00 to the #RockRidgeRising Campaign - Bill Lavato Music Learning Lab.
24. Acceptance of donation from Mr. and Mrs. William P. Welch in the amount of \$7,500.00 (first-half of the \$15,000 payment to name a RRHS lab) for the classroom dedication for Mr. Bill Welch and his brother, Joe Welch.
25. Acceptance of donation from Seppi Bros. in the amount of \$33,000.00, first of three payments for naming rights to the RRHS varsity softball field.
26. Acceptance of an anonymous donation in the amount of \$75,000.00 to the #RockRidgeRising Campaign.
7. Reports:
1. Fundraising update.
  2. Roosevelt Principal.
  3. Buildings & Grounds update.

1. Legal process for closing schools.	
2. Demo process for Roosevelt building.	
3. Gilbert buildings update.	
4. Manual Arts Building update.	
5. Other Eveleth buildings update.	
6. Sale of uniforms update.	
7. Sale of other unneeded school items.	
4. Superintendent.	
1. COVID numbers update.	
2. Strategic Planning process.	
8. Administration Items:	
1. Consider proposal by Orthopaedic Associates.	51
2. Consider approval of the following change in staffing and class offering: Because of Jason Ness's resignation from his position as Technology Support Level 2: Move Stacy L. Aune into the district-wide Curriculum Instruction and Integration position. (Note: This was approved by the board last year.) Move Brad Matuszak from the third and fourth grade online course into Stacey L. Aune's sixth grade class. Stop offering the third and fourth grade online course because currently there are only 5 students enrolled. This will be effective beginning Monday, January 3, 2022.	
3. Consider request from Virginia Area Historical Society for artwork and artifacts held in the Roosevelt Elementary School to be donated to the Virginia Area Historical Society.	59
4. Consider approval of proposed non-negotiated rates of pay.	60
5. Consider Resolution Establishing Combined Polling Places for School District Elections Not Held On The Day Of A Statewide Election.	62
6. Consider casting votes for the MREA 2022 Board of Directors election for the North Zone.	64
7. Consider casting votes for the RAMS Executive Board election.	66
8. Consider approval of Tim Riordan as a nomination for District 11 MSBA director.	
9. Policies:	
1. Policies That must Be Reviewed Annually (Second of three readings):	
1. 410 - Family and Medical Leave	68
2. 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse	78
3. 415 - Mandated Reporting of Maltreatment of Vulnerable Adults	86
4. 506 - Student Discipline	91
5. 514 - Bullying Prohibition	110
6. 522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process	120
7. 616 - School District System Accountability	138
8. 806 - Crisis Management	143
2. MSBA/MASA Policy Revisions (Second of three readings):	
1. 102 - Equal Educational Opportunity	153
2. 406 - Public and Private Personnel Data	155
3. 413 - Harassment and Violence	165
4. 425 - Staff Development	176

5. 501 - School Weapons Policy	184
6. 503 - Student Attendance	190
7. 507 - Corporal Punishment	198
8. 515 - Protection and Privacy of Pupil Records	200
9. 524 - Internet Acceptable Use and Safety Policy	234
10. 534 - School Meals	244
10. Meeting Announcements:	
1. The next regular meeting will be Monday, January 10, 2022 at the Rock Ridge Administration Building, formerly Spectrum Health, 1405 Progress Pkwy., Virginia.	
11. Adjournment.	



**ROCK RIDGE PUBLIC SCHOOLS**  
Truth in Taxation Public Meeting

December 13, 2021

6:00 PM

# Agenda

- Property tax levy timeline
- 2021-22 (current year) budget
- 2022 Proposed property tax levy (2022-23)
- Questions / Comments



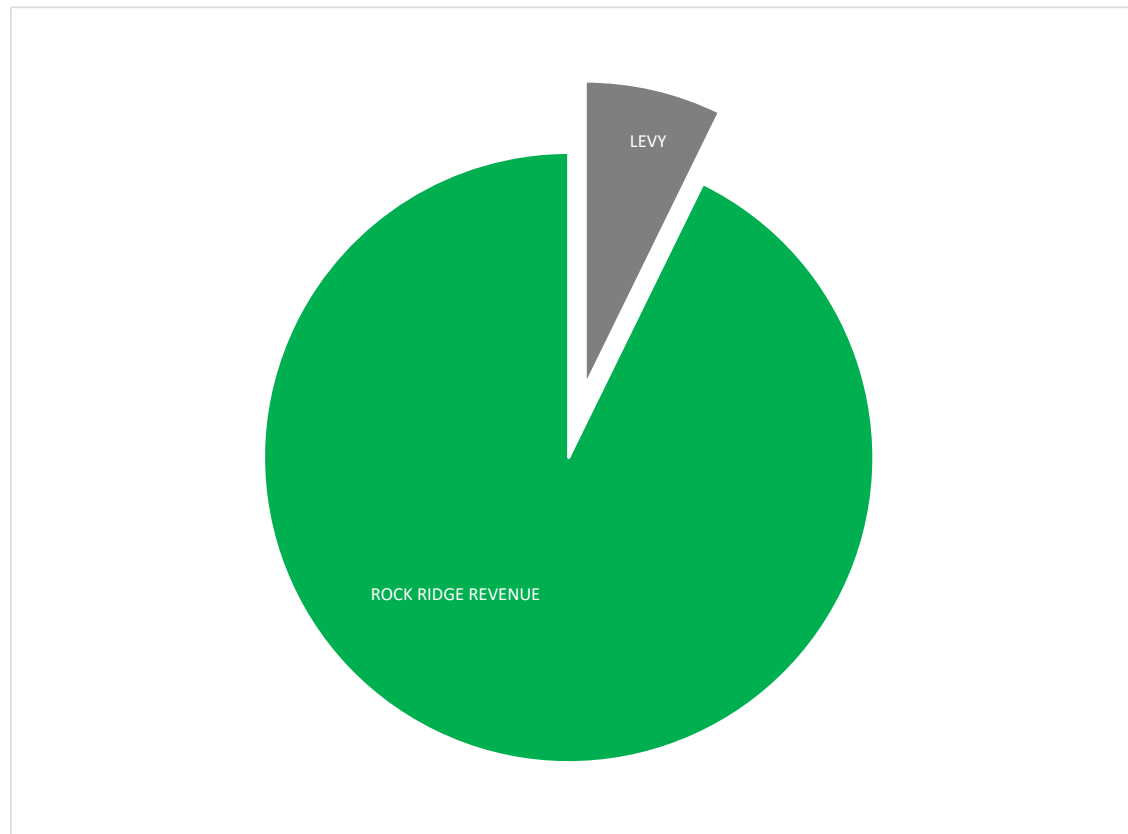
# Property tax levy timeline

- Sept 2021 – School Board adopts proposed levy
- Nov 2021 – County auditor mails notices of proposed property taxes to taxpayers
- Dec 13, 2021 – Truth in Taxation Public Meeting
- Dec 13, 2021 – School Board certifies final pay 2022 levy
- 2022 Calendar year – County auditor collects property taxes
- 2022-23 School year – Revenue collected is used by the school district



# Levy Revenue Compared to Total District Revenue

- Pay 21 total levy revenue (7.5%): \$3,858,662
- Total district revenue (2021-22): \$51,813,857



# 2021-22 Adopted Budget

## Revenue

### Rock Ridge Revenue

	<u>2021-22</u> <u>Rock Ridge</u>
Fund 01/03/05 - General	<u>\$36,564,188</u>
Fund 02 - Food Service	\$1,282,960
Fund 04 - Community Ed	\$896,846
Fund 07 - Debt Service	\$12,142,954
Fund 08 - Scholarships	\$4,000
Fund 45 - OPEB	\$140,000
Fund 47 - OPEB Debt	\$782,908
Total All Funds	<u><u>\$51,813,857</u></u>



# 2021-22 Adopted Budget Expenditures

Rock Ridge Expenditures	
	<u>2021-22</u> <u>Rock Ridge</u>
Fund 01/03/05 - General	<u>\$36,549,175</u>
Fund 02 - Food Service	\$1,282,960
Fund 04 - Community Ed	\$960,474
Fund 07 - Debt Service	\$11,564,550
Fund 08 - Scholarships	\$15,150
Fund 45 - OPEB	\$40,000
Fund 47 - OPEB Debt	\$805,070
Total All Funds	<u><u>\$51,217,379</u></u>



# Annual Levy Comparisons

• Payable 2021 Levy	\$3,858,662
• Payable 2022 Levy (Pending Board Approval)	\$4,207,275
<b><u>Increase</u> to Levy</b>	\$ 348,613 9.03%



# Estimated Annual School District Portion of Property Taxes

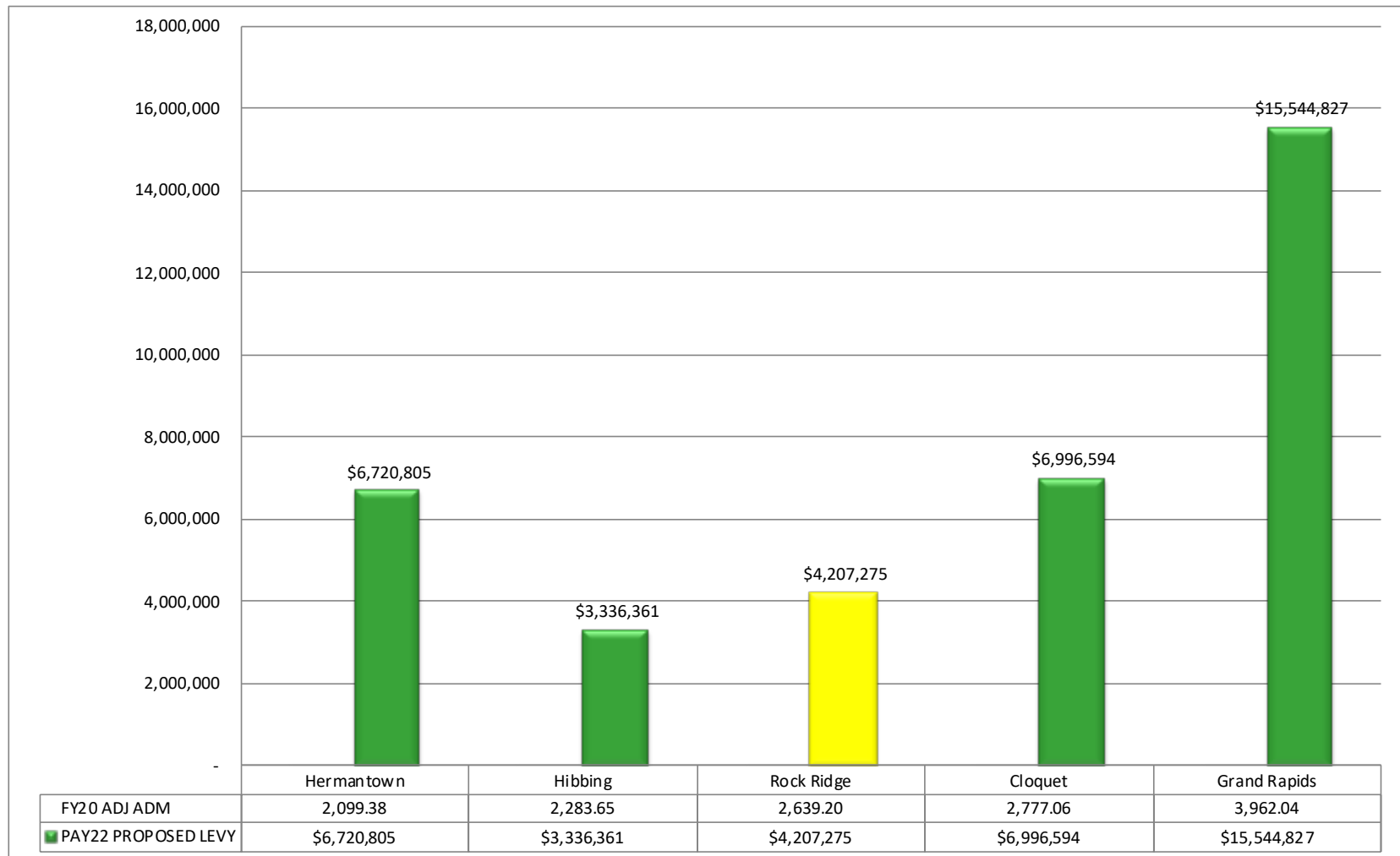
PROPERTY LOCATED IN FORMER VIRGINIA ISD 706 SCHOOL DISTRICT		
Type of Property	Estimated Market Value	Estimated Annual School Portion of Property Taxes
Residential Homestead	\$75,000	\$196
Residential Homestead	\$125,000	\$371
Commercial/Industrial	\$250,000	\$1,166

PROPERTY LOCATED IN FORMER EVELETH-GILBERT ISD 2154 SCHOOL DISTRICT		
Type of Property	Estimated Market Value	Estimated Annual School Portion of Property Taxes
Residential Homestead	\$75,000	\$197
Residential Homestead	\$125,000	\$373
Commercial/Industrial	\$250,000	\$1,173

Both the old Virginia District and Eveleth-Gilbert District had OPEB Bonds and Debt Bonds as part of their levies. These dollars must continue to be taxed via old District boundaries. Thus the tax differences between two same valued properties.

# Pay 22 Proposed Levy

(compared to like-size local districts)



# Pay 22 Proposed Levy

(compared to like-size statewide districts)



# Pay 21 levy vs. Pay 22 levy

## (Revenue from Local Levy AND State Aid)

	2020 PAY 2021			2021 PAY 2022			CHANGE		
	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>
	<b>LEVY CATEGORIES WHERE REVENUE IS SPLIT BETWEEN STATE AID AND LOCAL LEVY</b>								
Operating Referendum	\$1,020,522	\$1,438,998	\$2,459,520	\$977,972	\$1,523,929	\$2,501,901	(\$42,550)	\$84,932	\$42,381
Equity	\$127,644	\$231,758	\$359,403	\$130,367	\$301,953	\$432,319	\$2,722	\$70,194	\$72,917
Transition	\$1,830	\$4,120	\$5,949	\$1,866	\$4,320	\$6,185	\$36	\$200	\$236
Career Technical Education	\$30,170	\$31,343	\$61,512	\$46,561	\$80,839	\$127,400	\$16,391	\$49,497	\$65,888
Operating Capital	\$516,898	\$128,753	\$645,651	\$498,328	\$141,914	\$640,242	(\$18,570)	\$13,160	(\$5,409)
Long-Term Facilities Maint.	\$618,270	\$389,918	\$1,008,188	\$621,183	\$387,942	\$1,009,126	\$2,913	(\$1,975)	\$938
Debt Service	\$5,253,402	\$1,605,251	\$6,858,653	\$5,127,390	\$1,504,813	\$6,632,203	(\$126,013)	(\$100,438)	(\$226,450)
Community Education	\$26,165	\$121,651	\$147,816	\$18,465	\$124,556	\$143,021	(\$7,700)	\$2,905	(\$4,795)
ECFE & Home Visiting	\$111,629	\$34,343	\$145,972	\$95,145	\$33,059	\$128,204	(\$16,484)	(\$1,284)	(\$17,767)
	<b>\$7,706,530</b>	<b>\$3,986,134</b>	<b>\$11,692,664</b>	<b>\$7,517,276</b>	<b>\$4,103,325</b>	<b>\$11,620,601</b>	<b>(\$189,254)</b>	<b>\$117,191</b>	<b>(\$72,063)</b>



# Reasons for levy change

- Adjustments to the Levy happen when actual ADM are known, which affects the current levy.
- State equalization calculations changes the aid/levy split on an annual basis.
- Debt payment schedules vary year to year.
- Additional CTE level classes qualify for Aid.



# Pay 21 Levy vs. Pay 22 Levy

## (Revenue just from Local Levy)

	2020 PAY 2021			2021 PAY 2022			CHANGE		
	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>
<b>LEVY CATEGORIES WHERE REVENUE IS JUST FROM LOCAL LEVY</b>									
Reemployment Insurance	\$0	\$88,006	\$88,006	\$0	\$0	\$0	\$0	(\$88,006)	(\$88,006)
Safe Schools	\$0	\$94,029	\$94,029	\$0	\$96,538	\$96,538	\$0	\$2,509	\$2,509
Building / Land Lease	\$0	\$101,172	\$101,172	\$0	\$68,825	\$68,825	\$0	(\$32,347)	(\$32,347)
Health Benefits	\$0	\$204,723	\$204,723	\$0	\$103,377	\$103,377	\$0	(\$101,346)	(\$101,346)
OPEB Bond Levy	\$0	\$817,449	\$817,449	\$0	\$709,579	\$709,579	\$0	(\$107,870)	(\$107,870)
Judgements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Judgement Levy	\$0	\$0	\$0	\$0	\$260,000	\$260,000	\$0	\$260,000	\$260,000
Miscellaneous	\$0	\$4,478	\$4,478	\$0	\$1,576	\$1,576	\$0	(\$2,901)	(\$2,901)
	<b>\$0</b>	<b>\$1,309,856</b>	<b>\$1,309,856</b>	<b>\$0</b>	<b>\$1,239,895</b>	<b>\$1,239,895</b>	<b>\$0</b>	<b>(\$69,961)</b>	<b>(\$69,961)</b>



# Reasons for levy change

- Reemployment Insurance
  - Decrease from previous year estimate
- Health benefits levy decrease
  - Only Pre 1998 retirees qualify for this levy
- Decrease in OPEB (retiree health insurance) bond debt schedule payment.
- Judgement Levy – Judgment with ERATS.



# Pay 21 levy vs. Pay 22 levy (Taconite Production Credits)

	2020 PAY 2021			2021 PAY 2022			CHANGE		
	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>	<u>State Aid</u>	<u>Local Levy</u>	<u>Total</u>
	<b>TACONITE ADJUSTMENTS</b>								
Taconite Production Credits	\$0	(\$1,437,328)	(\$1,437,328)	\$0	(\$1,135,944)	(\$1,135,944)	\$0	\$301,384	\$301,384
	\$0	(\$1,437,328)	(\$1,437,328)	\$0	(\$1,135,944)	(\$1,135,944)	\$0	\$301,384	\$301,384



# What are taconite production credits?

- Rock Ridge Public Schools qualifies for taconite production credits which reduces taxpayer obligation.
- This is not additional revenue for the District. The taconite revenue replaces revenue that would have been collected from property owners.
- Production Credits are based on local mines prior three years of taconite production.
- When taconite revenue decreases, local taxpayers' portion of the levy increases.



# Pay 21 levy vs. Pay 22 levy

	2020 PAY 2021			2021 PAY 2022			CHANGE		
	State Aid	Local Levy	Total	State Aid	Local Levy	Total	State Aid	Local Levy	Total
<b>LEVY CATEGORIES WHERE REVENUE IS SPLIT BETWEEN STATE AID AND LOCAL LEVY</b>									
Operating Referendum	\$1,020,522	\$1,438,998	\$2,459,520	\$977,972	\$1,523,929	\$2,501,901	(\$42,550)	\$84,932	\$42,381
Equity	\$127,644	\$231,758	\$359,403	\$130,367	\$301,953	\$432,319	\$2,722	\$70,194	\$72,917
Transition	\$1,830	\$4,120	\$5,949	\$1,866	\$4,320	\$6,185	\$36	\$200	\$236
Career Technical Education	\$30,170	\$31,343	\$61,512	\$46,561	\$80,839	\$127,400	\$16,391	\$49,497	\$65,888
Operating Capital	\$516,898	\$128,753	\$645,651	\$498,328	\$141,914	\$640,242	(\$18,570)	\$13,160	(\$5,409)
Long-Term Facilities Maint.	\$618,270	\$389,918	\$1,008,188	\$621,183	\$387,942	\$1,009,126	\$2,913	(\$1,975)	\$938
Debt Service	\$5,253,402	\$1,605,251	\$6,858,653	\$5,127,390	\$1,504,813	\$6,632,203	(\$126,013)	(\$100,438)	(\$226,450)
Community Education	\$26,165	\$121,651	\$147,816	\$18,465	\$124,556	\$143,021	(\$7,700)	\$2,905	(\$4,795)
ECFE & Home Visiting	\$111,629	\$34,343	\$145,972	\$95,145	\$33,059	\$128,204	(\$16,484)	(\$1,284)	(\$17,767)
	<b>\$7,706,530</b>	<b>\$3,986,134</b>	<b>\$11,692,664</b>	<b>\$7,517,276</b>	<b>\$4,103,325</b>	<b>\$11,620,601</b>	<b>(\$189,254)</b>	<b>\$117,191</b>	<b>(\$72,063)</b>
<b>LEVY CATEGORIES WHERE REVENUE IS JUST FROM LOCAL LEVY</b>									
Reemployment Insurance	\$0	\$88,006	\$88,006	\$0	\$0	\$0	\$0	(\$88,006)	(\$88,006)
Safe Schools	\$0	\$94,029	\$94,029	\$0	\$96,538	\$96,538	\$0	\$2,509	\$2,509
Building / Land Lease	\$0	\$101,172	\$101,172	\$0	\$68,825	\$68,825	\$0	(\$32,347)	(\$32,347)
Health Benefits	\$0	\$204,723	\$204,723	\$0	\$103,377	\$103,377	\$0	(\$101,346)	(\$101,346)
OPEB Bond Levy	\$0	\$817,449	\$817,449	\$0	\$709,579	\$709,579	\$0	(\$107,870)	(\$107,870)
Judgements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Judgement Levy	\$0	\$0	\$0	\$0	\$260,000	\$260,000	\$0	\$260,000	\$260,000
Miscellaneous	\$0	\$4,478	\$4,478	\$0	\$1,576	\$1,576	\$0	(\$2,901)	(\$2,901)
	<b>\$0</b>	<b>\$1,309,856</b>	<b>\$1,309,856</b>	<b>\$0</b>	<b>\$1,239,895</b>	<b>\$1,239,895</b>	<b>\$0</b>	<b>(\$69,961)</b>	<b>(\$69,961)</b>
<b>TACONITE ADJUSTMENTS</b>									
Taconite Production Credits	\$0	(\$1,437,328)	(\$1,437,328)	\$0	(\$1,135,944)	(\$1,135,944)	\$0	\$301,384	\$301,384
	<b>\$0</b>	<b>(\$1,437,328)</b>	<b>(\$1,437,328)</b>	<b>\$0</b>	<b>(\$1,135,944)</b>	<b>(\$1,135,944)</b>	<b>\$0</b>	<b>\$301,384</b>	<b>\$301,384</b>
Total	\$7,706,530	<b>\$3,858,662</b>	\$11,565,192	\$7,517,276	<b>\$4,207,275</b>	\$11,724,552	(\$189,254)	<b>\$348,613</b>	\$159,360
							-2.5%	<b>9.0%</b>	1.4%



# 2021 Payable 2022 Levy

Questions / Comments?



**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, NOVEMBER 22, 2021, 6:00 P.M.  
VHS GOODMAN AUDITORIUM, 411 5<sup>TH</sup> AVE S, VIRGINIA, MN 55792  
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

**Members Present:**

Bill Addy                      Matt Sjoberg  
Murray Anderson        Pollyann Sorcan  
Brandi Lautigar        Tom Tammaro  
Tim Riordan                John Uhan  
Stacey Scholz

**Other Staff Present:**

Dr. Noel Schmidt, Superintendent  
Jeff Carey, Buildings & Grounds  
Dr. Marcia Nelson, VHS Principal  
Willie Spelts, School-Business Coordinator/Fundraising Coordinator

**Members Absent:**

None

- I. CHAIR SCHOLZ called the regular meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **ADDITIONS/DELETIONS TO THE AGENDA:** MSHSL Form A Application (Eveleth-Gilbert).
- III. **APPROVE AGENDA:**  
Motion to **approve the agenda** made by LAUTIGAR **with the addition of the MSHSL Form A Application (Eveleth-Gilbert)**, seconded ANDERSON. Motion passed unanimously.
- IV. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Steph Lutzka – representing Education Minnesota Rock Ridge.
- V. **CONSENT AGENDA:**  
Motion to **approve the Consent Agenda** made by RIORDAN, seconded UHAN. Motion passed 8-1 with SORCAN voting NO.
  - A. Approval of November 8, regular meeting minutes.
  - B. Payment of the bills.
  - C. Approval of hire of Maria Poderzay for the Para Educator position effective November 23, 2021 at a rate of \$18.47/hour.
  - D. Approval of hire of Jace Friedlieb for the Head Boys' Tennis Coach position effective Spring 2022 with a stipend of \$4,060.
  - E. Approval of Elizabeth Stevens as a Lunchroom Supervisor Volunteer (Roosevelt and VHS) effective November 9, 2021.
  - F. Acceptance of resignation of Maria Krebsbach from the 7th Grade Girls' Basketball Coach position effective November 9, 2021.
  - G. Acceptance of resignation of Steph Lutzka from the Close Up Advisor position effective November 15, 2021.
  - H. Acceptance of resignation of Jillian Hujanen from the Para Educator position effective November 16, 2021.
  - I. Acceptance of termination of Amy Paternoster from the Para Educator position effective November 15, 2021.
  - J. Approval of unpaid leave of absence once available leave time is exhausted for Maria Krebsbach with an approximate return to work date of March 16, 2021.
  - K. Approval of unpaid leave of absence once available leave time is exhausted for Jane Bernard for the remainder of the 2021-2022 school year.
  - L. Approval of unpaid leave of absence following FMLA allotted time for the remainder of the 2021-2022 school year for Kaylee Hennen.

- M. Acceptance of donation from Robert C. Birnstihl in the amount of \$2,500.00 to be used for the #RockRidgeRising Campaign - Music Learning Lab dedication in honor of Bill Lavato.
- N. Acceptance of donation of 1,303 bottles of hand sanitizer donated to Eveleth-Gilbert Junior High from Menard's - Virginia to be shared district-wide.
- O. Acceptance of donation from Murray and Kaye Anderson in the amount of \$833.00 to pay for half of the new Rock Ridge football goal post pads.
- P. Acceptance of donation from the Soroptimist International Club - Virginia in the amount of \$200.00 for student needs at Eveleth-Gilbert High School.

VI. **REPORTS:**

- A. Dr. Marcia Nelson reported on the happenings at VHS this fall.
- B. Supt. Schmidt reported on the current COVID-19 numbers in the district, the building moves in preparation of the start of school Fall 2022, the upcoming elementary attendance boundaries, and the Strategic Planning preview.
- C. The dedication to the Baldrice Learning Lab was announced which will be located in the new Performing Arts Center at RRHS. This recognition was made possible by the Ben Deutsch and Steve Gentilini families.

VII. **POLICIES:**

- A. Discussion by board on Policy 203.2 and Policy 206 regarding Visitor Input on non-agenda and agenda items. **Motion for the policies to be discussed amongst the Policy Committee members** made by RIORDAN, seconded by ANDERSON. Motion passed unanimously.
- B. Policies That Must Be Reviewed Annually: **Motion to approve the first reading of Policies 410, 414, 415, 506, 514, 522, 616, and 806** made by ADDY, seconded by LAUTIGAR. Motion passed 8-0 with SORCAN abstaining.
- C. Policies with revisions suggested by MSBA/MASA: **Motion to approve the first reading of Policies 102, 406, 413, 425, 501, 503, 507, 515, 524, and 534** made by TAMMARO, seconded by ANDERSON. Motion passed 8-0 with SORCAN abstaining.

VIII. **ADMINISTRATION ITEMS:**

- A. Motion to **approve the Purchase Agreement of property between the City of Eveleth and Rock Ridge Public Schools** made by UHAN, seconded by RIORDAN. Motion passed 8-0 with SORCAN abstaining.
- B. Motion to **approve the revision of the RRPS COVID-19 Mitigation Plan 21-22 (The change is on Page 1 – second paragraph, last sentence: This plan will be in effect in all district-owned facilities.)** made by SJOBERG, seconded ANDERSON. Motion passed 8-1 with SORCAN voting NO.
- C. Motion to **approve the Facilities Use Agreement between the City of Eveleth and Rock Ridge Public Schools for the 2021-2022 school year** made by UHAN, seconded by ANDERSON. Motion passed unanimously.
- D. Motion to **approve the Facilities Use Agreement between the City of Virginia and Rock Ridge Public Schools for the 2021-2022 school year** made by UHAN, seconded by SJOBERG. Motion passed unanimously.
- E. Discussion by board on the status of salutatorian and valedictorian at EGHS and VHS. Supt. Schmidt has had discussions with administration and others interested in this topic. A committee of students, parents, teachers, principals, board members will be formed to discuss how students should be recognized going forward as Rock Ridge.
- F. No action taken on nominating a school board member as the Arrowhead Regional Development Commission Representative.

IX. **MEETING ANNOUNCEMENTS** were made.

- X. **CLOSED SESSION:** Motion to **go into closed session to receive an update on teacher contract negotiations** made by SCHOLZ, seconded by LAUTIGAR. Closed session began at 7:26 P.M.

Regular meeting re-opened at 8:15 P.M.

- XI. **ADJOURNMENT:** Moved by UHAN, seconded by RIORDAN, to **adjourn meeting**. Motion passed unanimously. Meeting adjourned at 8:15 P.M.

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CHAIR – Stacey Scholz

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CLERK – Brandi Lautigar

December 13, 2021

offered the following resolution and moved for its adoption.

RESOLVED, By the Board of Education of Independent School District #2909 that the following bills be allowed and the Chairperson and Clerk be and are hereby authorized to draw orders on the Treasurer for payment of same:

<u>CHECK NO.</u>	<u>VENDOR</u>	<u>UFARS CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5415	REGION 7A	R 01 300 296 706 000 060	Adm and Stud Act Rev	\$1,105.00
<b>5415 Total</b>				<b><u>\$1,105.00</u></b>
5416	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$4,014.51
<b>5416 Total</b>				<b><u>\$4,014.51</u></b>
5417	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 333		\$22.10
5417	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332		\$66.85
5417	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$253.18
<b>5417 Total</b>				<b><u>\$342.13</u></b>
5418	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$71.22
5418	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$175.17
<b>5418 Total</b>				<b><u>\$246.39</u></b>
5419	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$578.48
<b>5419 Total</b>				<b><u>\$578.48</u></b>
5420	ACME TOOLS	E 01 300 361 000 428 430	Instruct Supplies	\$49.99
<b>5420 Total</b>				<b><u>\$49.99</u></b>
5421	AGI REPAIR	E 01 005 606 000 000 311	Prof Tech Services	\$577.00
5421	AGI REPAIR	E 01 005 606 000 000 311	Prof Tech Services	\$814.00
5421	AGI REPAIR	E 01 005 606 000 000 311	Prof Tech Services	\$299.00
<b>5421 Total</b>				<b><u>\$1,690.00</u></b>
5422	AMAZON CAPITAL SERVICES INC	E 01 116 203 404 000 430	Instruct Supplies	\$38.55
5422	AMAZON CAPITAL SERVICES INC	E 01 005 606 000 000 430	Instruct Supplies	\$1,025.40
5422	AMAZON CAPITAL SERVICES INC	E 01 112 203 000 000 401	General Supplies	\$315.33
5422	AMAZON CAPITAL SERVICES INC	E 01 300 361 000 475 430	Instruct Supplies	\$121.02
5422	AMAZON CAPITAL SERVICES INC	E 01 300 361 000 475 430	Instruct Supplies	\$1,239.98
5422	AMAZON CAPITAL SERVICES INC	E 01 300 403 000 740 433	Ind Instructnl Mtrls	\$377.55
5422	AMAZON CAPITAL SERVICES INC	E 01 300 403 000 740 433	Ind Instructnl Mtrls	\$23.80
<b>5422 Total</b>				<b><u>\$3,141.63</u></b>
5423	ANDRIE JADE	E 01 300 250 000 000 430	Instruct Supplies	\$214.37
<b>5423 Total</b>				<b><u>\$214.37</u></b>
5424	APG MEDIA OF MN	E 01 005 010 000 000 380		\$4,432.79
5424	APG MEDIA OF MN	E 01 005 199 000 000 319		\$7,084.21
<b>5424 Total</b>				<b><u>\$11,517.00</u></b>
5425	ARROW LIFT CO	E 06 300 870 000 000 520	Bldg Improvements	\$4,944.00
<b>5425 Total</b>				<b><u>\$4,944.00</u></b>
5426	AUNE STACY L	E 01 112 203 032 000 430		\$73.25
5426	AUNE STACY L	E 01 116 203 032 000 430		\$73.25
5426	AUNE STACY L	E 01 116 203 032 000 430		\$327.54
5426	AUNE STACY L	E 01 112 203 032 000 430		\$327.55
5426	AUNE STACY L	E 01 116 203 032 000 430		\$39.00
5426	AUNE STACY L	E 01 112 203 032 000 430		\$39.01
<b>5426 Total</b>				<b><u>\$879.60</u></b>
5427	BIALKE ALYSON MARIE	E 04 701 590 000 350 311	Prof Tech Services	\$241.50
<b>5427 Total</b>				<b><u>\$241.50</u></b>

5428	BSN SPORTS LLC	E	01	300	294	702	000	430		\$8,160.01
5428	BSN SPORTS LLC	E	01	300	296	702	000	430		\$8,160.00
<b>5428 Total</b>										<b><u>\$16,320.01</u></b>
5429	CAROLINA BIOLOGICAL SUPPLY	E	01	300	260	000	000	430	157340, ELODEA TIPS, LIVING	\$23.60
5429	CAROLINA BIOLOGICAL SUPPLY	E	01	300	260	000	000	430	Freight	\$29.55
<b>5429 Total</b>										<b><u>\$53.15</u></b>
5430	CHRISTENSEN PARTS	E	03	005	760	000	720	350	Repairs Maint Serv	\$141.17
5430	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$11.94
<b>5430 Total</b>										<b><u>\$153.11</u></b>
5431	CLOQUET HIGH SCHOOL	E	01	300	296	709	000	364	Entry Fees/Student Travel	\$150.00
<b>5431 Total</b>										<b><u>\$150.00</u></b>
5432	COMMITTEE FOR CHILDREN	E	04	500	580	000	325	430	106069, SECOND STEP EARLY LEARNING POSTE	\$72.00
5432	COMMITTEE FOR CHILDREN	E	04	500	580	046	325	430	106069, SECOND STEP EARLY LEARNING POSTE	\$108.00
5432	COMMITTEE FOR CHILDREN	E	04	500	580	000	325	430	100869, SECOND STEP EARLY LEARNING CLASSI	\$459.00
5432	COMMITTEE FOR CHILDREN	E	04	500	580	000	325	430	113069, SECOND STEP EARLY LEARNING FEELIN	\$34.00
<b>5432 Total</b>										<b><u>\$673.00</u></b>
5433	D & D BEVERAGE	E	01	300	810	000	000	332	Water	\$74.00
5433	D & D BEVERAGE	E	01	300	810	000	000	332	Water	\$724.00
5433	D & D BEVERAGE	E	01	300	810	000	000	332	Water	\$39.00
5433	D & D BEVERAGE	E	01	300	810	000	000	332	Water	\$442.00
5433	D & D BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$26.00
5433	D & D BEVERAGE	E	01	112	810	000	000	332	Water	\$60.00
5433	D & D BEVERAGE	E	01	112	810	000	000	332	Water	\$66.00
5433	D & D BEVERAGE	E	01	112	810	000	000	332	Water	\$15.00
5433	D & D BEVERAGE	E	03	005	760	000	720	401	General Supplies	\$9.00
5433	D & D BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$11.00
5433	D & D BEVERAGE	E	01	300	810	000	000	332	Water	\$9.00
5433	D & D BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$40.00
5433	D & D BEVERAGE	E	01	300	810	000	000	420	Repair Supplies	\$60.00
<b>5433 Total</b>										<b><u>\$1,575.00</u></b>
5434	DEMCO	E	01	005	107	050	000	401	P136-6335, STICKY POP-UP NOTE VALUE PACK	\$38.28
5434	DEMCO	E	01	005	107	050	000	401	P205-6146, STAPLER	\$26.87
5434	DEMCO	E	01	005	107	050	000	401	P200-4958, STAPLES	\$4.26
5434	DEMCO	E	01	005	107	050	000	401	P808931, PENS - BLACK	\$15.37
5434	DEMCO	E	01	005	107	050	000	401	P163-0929, HIGHLIGHTERS	\$3.40
5434	DEMCO	E	01	005	107	050	000	401	P162-0114, MASKING TAPE	\$20.41
5434	DEMCO	E	01	005	107	050	000	401	9121-6089, POLY FILE JACKETS	\$14.51
<b>5434 Total</b>										<b><u>\$123.10</u></b>
5435	EDUCATIONAL TESTING SERVICE	E	01	112	407	000	740	433	PARA PRO TEST	\$660.00
<b>5435 Total</b>										<b><u>\$660.00</u></b>
5436	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340		\$27,565.31
5436	EMC INSURANCE COMPANIES	E	01	005	940	000	000	341		\$1,056.64
<b>5436 Total</b>										<b><u>\$28,621.95</u></b>
5437	FERGUSON ENTERPRISES LLC #1657	E	01	117	810	000	000	350	Repairs Maint Serv	\$64.22
5437	FERGUSON ENTERPRISES LLC #1657	E	01	117	810	000	000	350	Repairs Maint Serv	\$66.83
<b>5437 Total</b>										<b><u>\$131.05</u></b>
5438	FRABONI	E	01	300	214	038	000	401	General Supplies	\$62.65
5438	FRABONI	E	01	300	214	038	000	401	General Supplies	\$67.92
<b>5438 Total</b>										<b><u>\$130.57</u></b>
5439	GPS LOCKBOX	E	01	005	606	000	000	401	General Supplies	\$6,197.15
<b>5439 Total</b>										<b><u>\$6,197.15</u></b>
5440	GRANDE ACE HARDWARE	E	01	005	199	000	000	319	Other Personal Srvcs	\$34.95
5440	GRANDE ACE HARDWARE	E	01	112	810	000	000	420	Repair Supplies	\$27.39

5440	GRANDE ACE HARDWARE	E	01	300	810	000	000	410	Custodial Supplies	\$25.75
5440	GRANDE ACE HARDWARE	E	01	116	810	000	000	420	Repair Supplies	\$13.78
5440	GRANDE ACE HARDWARE	E	01	112	810	000	000	420	Repair Supplies	\$17.98
<b>5440 Total</b>										<b><u>\$119.85</u></b>
5441	HAINY CASSANDRA	E	01	005	107	050	000	401	General Supplies	\$182.25
<b>5441 Total</b>										<b><u>\$182.25</u></b>
5442	HAWKINS INC	E	01	116	810	000	000	420	Repair Supplies	\$5.00
<b>5442 Total</b>										<b><u>\$5.00</u></b>
5443	HENRY SCHEIN INC	E	01	300	292	000	000	430	Instruct Supplies	\$1,655.30
5443	HENRY SCHEIN INC	E	01	300	292	000	000	430	Instruct Supplies	\$105.75
5443	HENRY SCHEIN INC	E	01	300	292	000	000	430	Instruct Supplies	\$55.71
5443	HENRY SCHEIN INC	E	01	300	292	000	000	430	Instruct Supplies	\$100.66
<b>5443 Total</b>										<b><u>\$1,917.42</u></b>
5444	HOLIDAY INN EXPRESS	E	01	300	296	705	000	364	HOTEL ROOMS FOR GIRLS STATE TENNIS TOUR	\$1,019.30
<b>5444 Total</b>										<b><u>\$1,019.30</u></b>
5445	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$160.87
5445	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$409.50
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$97.50
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$73.20
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$73.20
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
5445	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$160.87
5445	HOMETOWN FOCUS	E	01	005	199	000	000	319	Other Personal Srvcs	\$409.50
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$97.50
5445	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$97.50
<b>5445 Total</b>										<b><u>\$2,008.76</u></b>
5446	INTER CITY OIL INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$10,398.26
<b>5446 Total</b>										<b><u>\$10,398.26</u></b>
5447	IRON TRAIL MOTORS EVENT CENTER	E	01	005	107	050	000	401	General Supplies	\$453.00
<b>5447 Total</b>										<b><u>\$453.00</u></b>
5448	ISD #709	E	01	300	211	000	000	401	General Supplies	\$46.50
5448	ISD #709	E	01	300	211	000	000	401	General Supplies	\$60.35
<b>5448 Total</b>										<b><u>\$106.85</u></b>
5449	JOHNSON KEVIN	E	04	500	560	000	321	430	Instruct Supplies	\$364.92
<b>5449 Total</b>										<b><u>\$364.92</u></b>
5450	KEN WASCHKE AUTO PLAZA	E	01	005	810	000	000	350	Repairs Maint Serv	\$11.75
5450	KEN WASCHKE AUTO PLAZA	E	01	005	810	000	000	350	Repairs Maint Serv	\$14.95
<b>5450 Total</b>										<b><u>\$26.70</u></b>
5451	KING KIM	E	04	500	560	000	321	430	Instruct Supplies	\$360.00
<b>5451 Total</b>										<b><u>\$360.00</u></b>
5452	KLARICH JOHN A	E	04	500	560	000	321	311	Prof Tech Services	\$200.00
<b>5452 Total</b>										<b><u>\$200.00</u></b>
5453	KULLY SUPPLY INC	E	01	005	810	000	000	410	Custodial Supplies	\$637.70
<b>5453 Total</b>										<b><u>\$637.70</u></b>
5454	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$35.96
5454	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$91.94
5454	L & M SUPPLY INC	E	01	005	810	000	000	420	Repair Supplies	\$1.09
<b>5454 Total</b>										<b><u>\$128.99</u></b>

5455	LIGHTSPEED TECHNOLOGIES	E	01	005	606	000	000	430	AS PER ATTACHED QUOTE # Q-30260	\$2,690.00
<b>5455 Total</b>										<b><u>\$2,690.00</u></b>
5456	LINDE GAS & EQUIPMENT INC	E	01	300	255	000	000	430	Instruct Supplies	\$245.25
<b>5456 Total</b>										<b><u>\$245.25</u></b>
5457	MACNEIL ENVIRONMENTAL INC	E	03	005	750	000	720	311	Prof Tech Services	\$1,230.00
<b>5457 Total</b>										<b><u>\$1,230.00</u></b>
5458	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	112	203	000	000	460	Textbooks Workbooks	\$1,068.63
5458	MCGRAW-HILL SCHOGL EDUCATION HOLDINGS	E	01	112	203	000	000	460	Textbooks Workbooks	\$12,011.85
5458	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	112	203	000	000	460	Textbooks Workbooks	\$19,370.32
5458	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	112	203	000	000	460	Textbooks Workbooks	\$505.57
<b>5458 Total</b>										<b><u>\$32,956.37</u></b>
5459	MENARDS	E	04	500	581	000	344	430	Instruct Supplies	\$91.84
5459	MENARDS	E	01	005	606	000	000	401	General Supplies	\$42.96
5459	MENARDS	E	01	005	606	000	000	401	General Supplies	\$74.82
5459	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$68.89
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$52.69
5459	MENARDS	E	01	005	690	000	510	401	General Supplies	\$148.98
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$47.47
5459	MENARDS	E	01	005	690	000	510	401	General Supplies	\$233.39
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$19.74
5459	MENARDS	E	04	500	580	000	325	430	Instructional Supply	\$66.68
5459	MENARDS	E	01	005	810	000	000	410	Custodial Supplies	\$89.97
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$39.29
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$2,287.25
5459	MENARDS	E	04	500	580	000	325	430	Instructional Supply	\$14.90
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$153.65
5459	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$81.06
<b>5459 Total</b>										<b><u>\$3,513.58</u></b>
5460	METRO SALES INC	E	05	005	850	000	302	370	Rentals Leases	\$5,907.73
<b>5460 Total</b>										<b><u>\$5,907.73</u></b>
5461	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$361.31
5461	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$75.44
<b>5461 Total</b>										<b><u>\$436.75</u></b>
5462	MINNESOTA ENERGY RESOURCES	E	01	005	810	000	000	440	Fuel For Buildings	\$362.99
<b>5462 Total</b>										<b><u>\$362.99</u></b>
5463	MINNESOTA TELECOMMUNICATIONS	E	01	117	810	000	000	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	E	01	300	211	000	000	320		\$272.97
5463	MINNESOTA TELECOMMUNICATIONS	E	01	112	203	000	000	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	E	01	005	810	000	000	320		\$2,092.75
5463	MINNESOTA TELECOMMUNICATIONS	E	01	005	606	000	000	320		\$500.44
5463	MINNESOTA TELECOMMUNICATIONS	E	01	005	020	000	000	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	E	04	500	505	000	321	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	E	01	302	810	000	000	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$864.39
5463	MINNESOTA TELECOMMUNICATIONS	E	02	005	770	000	701	320		\$136.48
5463	MINNESOTA TELECOMMUNICATIONS	R	01	005	000	000	000	099	Miscellaneous	\$2,708.60
<b>5463 Total</b>										<b><u>\$7,258.03</u></b>
5464	NEXTERA COMMUNICATIONS	E	03	005	760	000	720	320		\$155.96
5464	NEXTERA COMMUNICATIONS	E	02	005	770	000	701	320		\$77.98
5464	NEXTERA COMMUNICATIONS	E	01	302	810	000	000	320		\$77.98
5464	NEXTERA COMMUNICATIONS	E	01	300	211	000	000	320		\$155.96
5464	NEXTERA COMMUNICATIONS	E	01	117	810	000	000	320		\$77.98
5464	NEXTERA COMMUNICATIONS	E	01	112	203	000	000	320		\$77.98

5464	NEXTERA COMMUNICATIONS	E	01	005	810	000	000	320		\$877.24
5464	NEXTERA COMMUNICATIONS	E	01	005	606	000	000	320		\$292.42
5464	NEXTERA COMMUNICATIONS	E	01	005	020	000	000	320		\$77.98
5464	NEXTERA COMMUNICATIONS	E	04	500	505	000	321	320		\$77.98
<b>5464 Total</b>										<b><u>\$1,949.46</u></b>
5465	NORTHLAND FIRE & SAFETY INC	E	01	005	810	000	000	410	Custodial Supplies	\$45.00
<b>5465 Total</b>										<b><u>\$45.00</u></b>
5466	PAPENFUSS-KRAGE SAMANTHA	E	01	300	260	000	000	430	Instruct Supplies	\$82.94
<b>5466 Total</b>										<b><u>\$82.94</u></b>
5467	PETERSON LINDA E	E	04	701	590	000	350	311	Prof Tech Services	\$1,029.25
<b>5467 Total</b>										<b><u>\$1,029.25</u></b>
5468	PHILLIPICH AUGUST	E	03	005	750	000	720	311	Prof Tech Services	\$75.00
<b>5468 Total</b>										<b><u>\$75.00</u></b>
5469	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$1,882.29
5469	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$174.66
<b>5469 Total</b>										<b><u>\$2,056.95</u></b>
5470	QUILL	E	01	116	203	000	000	401	Q1338A, HP LASERJET, 4200 BLACK TONER CART	\$197.99
<b>5470 Total</b>										<b><u>\$197.99</u></b>
5471	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$1,436.09
<b>5471 Total</b>										<b><u>\$1,436.09</u></b>
5472	RANGE MENTAL HEALTH CENTER INC	E	01	005	420	000	799	305	Consulting Fees	\$180.00
5472	RANGE MENTAL HEALTH CENTER INC	E	01	005	420	000	799	305	Consulting Fees	\$2,218.00
<b>5472 Total</b>										<b><u>\$2,398.00</u></b>
5473	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	005	107	050	000	401	General Supplies	\$39.12
<b>5473 Total</b>										<b><u>\$39.12</u></b>
5474	RANGE PAPER CORPORATION	E	01	005	810	000	000	420	Repair Supplies	\$292.74
5474	RANGE PAPER CORPORATION	E	01	005	810	000	000	420	Repair Supplies	\$163.22
5474	RANGE PAPER CORPORATION	E	01	005	810	000	000	420	Repair Supplies	\$530.10
<b>5474 Total</b>										<b><u>\$986.06</u></b>
5475	SAVVAS LEARNING COMPANY LLC	E	01	116	203	406	000	430	AS PER ATTACHED QUOTE NUMBER: 171448-4	\$5,646.20
5475	SAVVAS LEARNING COMPANY LLC	E	01	116	203	406	000	430	Instruct Supplies	\$3,554.55
<b>5475 Total</b>										<b><u>\$9,200.75</u></b>
5476	SCHMITT MUSIC CENTER	E	01	005	606	000	000	401	General Supplies	\$13.49
<b>5476 Total</b>										<b><u>\$13.49</u></b>
5477	SCHOOL SPECIALTY LLC	E	01	116	203	000	000	401	1590853, GBC ULTIMA 65 EZLOAD LAMINATING	\$154.17
<b>5477 Total</b>										<b><u>\$154.17</u></b>
5478	SCREEN VISION MEDIA	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$480.00
<b>5478 Total</b>										<b><u>\$480.00</u></b>
5479	SHI	E	01	005	606	000	000	430	AS PER ATTACHED QUOTATION #: 21092909	\$1,696.00
5479	SHI	E	01	005	606	000	000	401	AS PER ATTACHED QUOTATION #: 21122923	\$675.00
<b>5479 Total</b>										<b><u>\$2,371.00</u></b>
5480	SUPER ONE	E	04	500	580	000	325	430	Instructional Supply	\$20.94
5480	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$7.97
5480	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$9.98
5480	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$7.49
<b>5480 Total</b>										<b><u>\$46.38</u></b>
5481	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$40.93
<b>5481 Total</b>										<b><u>\$40.93</u></b>
5482	TEACHERS ON CALL	E	01	100	420	000	740	307		\$115.98
5482	TEACHERS ON CALL	E	01	300	420	000	740	307		\$2,546.60
5482	TEACHERS ON CALL	E	01	300	211	000	000	305		\$1,314.27
5482	TEACHERS ON CALL	E	01	116	420	000	740	307		\$987.70
5482	TEACHERS ON CALL	E	01	116	203	000	000	305		\$309.24

5482	TEACHERS ON CALL	E	01	302	211	000	000	305		\$154.62
5482	TEACHERS ON CALL	E	01	301	211	000	000	305		\$154.62
5482	TEACHERS ON CALL	E	01	112	203	000	000	305		\$231.93
5482	TEACHERS ON CALL	E	01	101	203	000	000	305		\$463.86
5482	TEACHERS ON CALL	E	01	112	420	000	740	307		\$904.40
5482	TEACHERS ON CALL	E	01	302	420	000	740	307		\$100.50
5482	TEACHERS ON CALL	E	01	300	640	000	000	303		\$154.62
5482	TEACHERS ON CALL	E	01	302	211	000	000	305		\$618.48
5482	TEACHERS ON CALL	E	01	301	420	000	740	307		\$216.48
5482	TEACHERS ON CALL	E	01	302	211	000	000	305		\$154.62
5482	TEACHERS ON CALL	E	01	101	203	000	000	305		\$541.17
5482	TEACHERS ON CALL	E	01	300	420	000	740	307		\$1,785.00
5482	TEACHERS ON CALL	E	01	300	211	000	000	305		\$1,391.58
5482	TEACHERS ON CALL	E	01	116	420	000	740	307		\$2,094.40
5482	TEACHERS ON CALL	E	01	116	203	000	000	305		\$695.79
5482	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,261.40
5482	TEACHERS ON CALL	E	01	112	203	000	000	305		\$77.31
5482	TEACHERS ON CALL	E	04	500	581	000	344	305		\$1,041.25
5482	TEACHERS ON CALL	E	01	101	420	000	740	307		\$347.94
<b>5482 Total</b>										<b><u>\$17,663.76</u></b>
5483	TELIN TRANSPORTATION GROUP LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$74.37
<b>5483 Total</b>										<b><u>\$74.37</u></b>
5484	TEXTBOOK WAREHOUSE	E	01	112	203	000	000	450	Textbooks Workbooks	\$33.60
<b>5484 Total</b>										<b><u>\$33.60</u></b>
5485	THE BOLDT COMPANY	E	01	005	810	000	000	410	Custodial Supplies	\$11,099.96
<b>5485 Total</b>										<b><u>\$11,099.96</u></b>
5486	THE BOOMERANG PROJECT	E	01	005	640	000	316	366	REGISTRATION FOR WEB BASIC TRAINING FOR I	\$3,045.00
5486	THE BOOMERANG PROJECT	E	01	005	640	000	316	366	REGISTRATION FOR WEB BASIC TRAINING FOR I	\$3,045.00
5486	THE BOOMERANG PROJECT	E	01	005	640	000	316	366	REGISTRATION FOR WEB BASIC TRAINING FOR I	\$3,045.00
<b>5486 Total</b>										<b><u>\$9,135.00</u></b>
5487	TRIMARK INDUSTRIAL	E	03	005	760	000	720	420	Repair Supplies	\$372.30
<b>5487 Total</b>										<b><u>\$372.30</u></b>
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	333		\$478.92
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440		\$165.42
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	332		\$179.50
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440	Fuel For Bldgs	\$903.93
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	333		\$756.06
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	332		\$272.50
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331	Electricity	\$26,807.96
5488	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334	Garbage	\$1,427.70
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440	Fuel For Bldgs	\$1,615.39
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440	Fuel For Bldgs	\$104.10
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	333		\$85.56
5488	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	332		\$47.50
5488	VIRGINIA PUBLIC UTILITITES	E	01	302	810	000	000	331	Electricity	\$141.66
5488	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	440		\$20.85
5488	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	331		\$113.68
5488	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	333		\$31.92
5488	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	332		\$29.50
5488	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	333		\$139.20
5488	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	332		\$65.50
5488	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	331		\$3,639.10
5488	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	440		\$313.94

5488	VIRGINIA PUJBIJC UTILITITES	E	01	117	810	000	000	334		\$538.50
<b>5488 Total</b>										<b><u>\$37,878.39</u></b>
5489	W A FISHER COMPANY	E	01	300	710	000	000	401	#10 ENVELOPES TO BE PRINTED WITH THE VIRK	\$85.00
5489	W A FISHER COMPANY	E	01	300	211	000	000	401	BOXES, #10 ENVELOPES TO BE PRINTED WITH T	\$195.00
<b>5489 Total</b>										<b><u>\$280.00</u></b>
5558	247 SECURITY INC	E	03	005	760	000	720	401	AS PER ATTACHED PROPOSAL	\$31,310.00
<b>5558 Total</b>										<b><u>\$31,310.00</u></b>
5559	AMAZON CAPITAL SERVICES INC	E	01	112	203	000	000	401	General Supplies	\$10.89
5559	AMAZON CAPITAL SERVICES INC	E	01	300	361	000	475	430	Instruct Supplies	\$100.82
5559	AMAZON CAPITAL SERVICES INC	E	01	300	211	000	000	401	General Supplies	\$102.89
5559	AMAZON CAPITAL SERVICES INC	E	01	116	203	032	000	430		\$318.53
5559	AMAZON CAPITAL SERVICES INC	E	01	112	203	032	000	430		\$318.53
5559	AMAZON CAPITAL SERVICES INC	E	01	116	203	032	000	430		\$24.99
5559	AMAZON CAPITAL SERVICES INC	E	01	112	203	032	000	430		\$24.99
5559	AMAZON CAPITAL SERVICES INC	E	01	005	606	000	000	401	General Supplies	\$778.17
5559	AMAZON CAPITAL SERVICES INC	E	01	116	203	406	000	430	Instruct Supplies	\$1,530.31
5559	AMAZON CAPITAL SERVICES INC	E	01	116	203	406	000	430	Instruct Supplies	\$871.16
<b>5559 Total</b>										<b><u>\$4,081.28</u></b>
5560	AMERICAN ENGINEERING TESTING INC	E	06	300	870	000	000	311	Prof Tech Services	\$19,271.00
<b>5560 Total</b>										<b><u>\$19,271.00</u></b>
5561	AQUA LOGIC INC	E	06	300	870	000	000	520	Bldg Improvements	\$126,141.00
<b>5561 Total</b>										<b><u>\$126,141.00</u></b>
5562	ARROW AUTO GLASS & SUPPLY CO	E	03	005	760	000	720	350	Repairs Maint Serv	\$195.00
<b>5562 Total</b>										<b><u>\$195.00</u></b>
5563	AUSTAD TIFFANY A	E	01	112	405	000	740	305	Consult/Fees For Svc	\$76.00
<b>5563 Total</b>										<b><u>\$76.00</u></b>
5564	AUTISM PRODUCTS LLC	E	01	112	411	000	740	433	TENSION BAND FOR STEAM ROLLER	\$31.96
5564	AUTISM PRODUCTS LLC	E	01	112	411	000	740	433	Freight	\$8.95
<b>5564 Total</b>										<b><u>\$40.91</u></b>
5565	BAINTER DIANE	E	01	005	199	000	000	319	Other Personal Srvcs	\$170.50
<b>5565 Total</b>										<b><u>\$170.50</u></b>
5566	BARBARA SKALKO KERN	E	01	005	199	000	000	319	Other Personal Srvcs	\$162.25
<b>5566 Total</b>										<b><u>\$162.25</u></b>
5567	BARTLEY SALES COMPANY INC	E	06	300	870	000	000	520	Bldg Improvements	\$22,274.65
<b>5567 Total</b>										<b><u>\$22,274.65</u></b>
5568	BEDROCK FLINT INC	E	06	300	870	000	000	520	Bldg Improvements	\$237,500.00
<b>5568 Total</b>										<b><u>\$237,500.00</u></b>
5569	BENCHMARK ENGINEERING INC	E	06	100	870	000	000	311	Prof Tech Services	\$2,520.00
<b>5569 Total</b>										<b><u>\$2,520.00</u></b>
5570	BEN'S STRUCTURAL FABRICATION INC	E	06	300	870	000	000	520	Bldg Improvements	\$83,280.80
<b>5570 Total</b>										<b><u>\$83,280.80</u></b>
5571	BIER ANNE C	E	01	005	199	000	000	319	Other Personal Srvcs	\$326.50
<b>5571 Total</b>										<b><u>\$326.50</u></b>
5572	BRYSON III BILL	E	01	005	606	000	000	401	General Supplies	\$94.98
<b>5572 Total</b>										<b><u>\$94.98</u></b>
5573	BSN SPORTS LLC	E	01	300	294	701	000	430	Instruct Supplies	\$1,666.33
<b>5573 Total</b>										<b><u>\$1,666.33</u></b>
5574	CARDMEMBER SERVICE	E	01	005	020	000	000	311	Prof Tech Services	\$342.00
<b>5574 Total</b>										<b><u>\$342.00</u></b>
5575	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$50.63
5575	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$28.43
5575	CHRISTENSEN PARTS	E	01	005	810	000	000	420	Repair Supplies	\$11.94
<b>5575 Total</b>										<b><u>\$91.00</u></b>

5576	CHRISTIANSEN WAYNE	E	01	005	199	000	000	319	Other Personal Srvcs	\$206.25
<b>5576 Total</b>										<b><u>\$206.25</u></b>
5577	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$1,516.50
5577	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$1,019.00
<b>5577 Total</b>										<b><u>\$2,535.50</u></b>
5578	COMMERCIAL REFRIGERATION SYSTEM	E	02	005	770	000	701	350	Repair/Maint Service	\$202.00
<b>5578 Total</b>										<b><u>\$202.00</u></b>
5579	CONSOLIDATED COMMUNICATIONS	E	01	005	606	000	000	320	Comm Telephone	\$538.37
<b>5579 Total</b>										<b><u>\$538.37</u></b>
5580	CRISIS PREVENTION INSTITUTE	E	01	005	640	000	316	366	NONVIOLENT CRISIS INTERVENTION 2ND EDITK	\$599.85
<b>5580 Total</b>										<b><u>\$599.85</u></b>
5581	DINCAU VENDING INC	E	01	300	214	038	000	401	General Supplies	\$52.00
5581	DINCAU VENDING INC	E	01	300	214	038	000	401	General Supplies	\$39.00
<b>5581 Total</b>										<b><u>\$91.00</u></b>
5582	DZWONKOWSKI JANICE	E	01	005	199	000	000	319	Other Personal Srvcs	\$195.00
5582	DZWONKOWSKI JANICE	E	01	005	199	000	000	319	Other Personal Srvcs	\$19.04
<b>5582 Total</b>										<b><u>\$214.04</u></b>
5583	ECK ELEANOR	E	01	005	199	000	000	319	Other Personal Srvcs	\$173.25
5583	ECK ELEANOR	E	01	005	199	000	000	319	Other Personal Srvcs	\$25.76
<b>5583 Total</b>										<b><u>\$199.01</u></b>
5584	EDUCATION INNOVATION PARTNERS	E	01	005	606	000	000	320	Comm Telephone	\$206.26
<b>5584 Total</b>										<b><u>\$206.26</u></b>
5585	ELECTION SYSTEMS & SOFTWARE INC	E	01	005	199	000	000	319	Other Personal Srvcs	\$1,606.06
<b>5585 Total</b>										<b><u>\$1,606.06</u></b>
5586	ELMQUIST ELAINE	E	01	005	199	000	000	319	Other Personal Srvcs	\$176.00
5586	ELMQUIST ELAINE	E	01	005	199	000	000	319	Other Personal Srvcs	\$23.52
<b>5586 Total</b>										<b><u>\$199.52</u></b>
5587	ESTATE OF DAVID HENDRICKSON	R	01	005	000	000	000	097	Health Insur	\$39.95
<b>5587 Total</b>										<b><u>\$39.95</u></b>
5588	FACTS EDUCATION SOLUTIONS LLC	E	01	798	216	000	401	304	Purchased Services	\$2,340.00
<b>5588 Total</b>										<b><u>\$2,340.00</u></b>
5589	FASTSPRING	E	01	005	606	000	000	305	VISUALPST PARK BENCH SOFTWARE	\$395.00
<b>5589 Total</b>										<b><u>\$395.00</u></b>
5590	FROSTY FRUIT	E	01	300	214	038	000	401	AS PER ATTACHED	\$286.95
<b>5590 Total</b>										<b><u>\$286.95</u></b>
5591	GAGNON GLORIA J	E	01	005	199	000	000	319	Other Personal Srvcs	\$159.50
<b>5591 Total</b>										<b><u>\$159.50</u></b>
5592	GOPHER SPORTS	E	01	300	240	000	000	430	Instruct Supplies	\$107.73
<b>5592 Total</b>										<b><u>\$107.73</u></b>
5593	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$12.58
5593	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$6.99
5593	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$5.03
5593	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$71.95
5593	GRANDE ACE HARDWARE	E	01	005	810	000	000	410	Custodial Supplies	\$14.99
5593	GRANDE ACE HARDWARE	E	01	117	810	000	000	350	Repairs Maint Serv	\$22.47
<b>5593 Total</b>										<b><u>\$134.01</u></b>
5594	HALL KIRSTIE	E	01	005	199	000	000	319	Other Personal Srvcs	\$162.25
<b>5594 Total</b>										<b><u>\$162.25</u></b>
5595	HARBOR CITY MASONRY INC	E	06	300	870	000	000	520	Bldg Improvements	\$112,386.90
<b>5595 Total</b>										<b><u>\$112,386.90</u></b>
5596	HARJU GLENN	E	03	005	750	000	720	311	Prof Tech Services	\$108.00
<b>5596 Total</b>										<b><u>\$108.00</u></b>

5597	HAUGEN HOLLY	E	01	005	199	000	000	319	Other Personal Svcs	\$162.25
5597	HAUGEN HOLLY	E	01	005	199	000	000	319	Other Personal Svcs	\$3.36
<b>5597 Total</b>										<b><u>\$165.61</u></b>
5598	HAWK CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$106,799.09
5598	HAWK CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$47,690.00
<b>5598 Total</b>										<b><u>\$154,489.09</u></b>
5599	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$161.85
5599	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$882.88
<b>5599 Total</b>										<b><u>\$1,044.73</u></b>
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$73.20
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.50
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.50
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$73.20
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$156.00
5600	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$1,300.00
<b>5600 Total</b>										<b><u>\$1,895.08</u></b>
5601	HUNT ELECTRIC CORPORATION	E	06	300	870	000	000	520	Bldg Improvements	\$768,204.20
<b>5601 Total</b>										<b><u>\$768,204.20</u></b>
5602	INAC INC	E	02	005	770	000	701	899	Misc Other Expense	\$120,385.53
<b>5602 Total</b>										<b><u>\$120,385.53</u></b>
5603	IRON RANGE CONFERENCE	R	01	300	294	710	000	060	Adm and Stud Act Rev	\$349.43
<b>5603 Total</b>										<b><u>\$349.43</u></b>
5604	IRON RANGE ROTARY CLUB	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$420.00
<b>5604 Total</b>										<b><u>\$420.00</u></b>
5605	ISD #139	E	01	300	294	711	000	364	Entry Fees/Student Travel	\$190.00
<b>5605 Total</b>										<b><u>\$190.00</u></b>
5606	ISD #2142	E	01	300	361	000	475	303	Purchased Services	\$6,293.50
<b>5606 Total</b>										<b><u>\$6,293.50</u></b>
5607	ISD #361	E	01	300	361	000	475	303	Purchased Services	\$3,068.65
<b>5607 Total</b>										<b><u>\$3,068.65</u></b>
5608	ISD #6076	E	01	005	420	000	740	397		\$8,628.55
5608	ISD #6076	E	01	005	420	000	740	396		\$33,104.02
5608	ISD #6076	E	01	112	412	000	740	397		\$43,263.61
5608	ISD #6076	E	01	112	412	000	740	396		\$127,928.20
<b>5608 Total</b>										<b><u>\$212,924.38</u></b>
5609	ISD #709	E	01	300	211	000	000	401	General Supplies	\$31.00
<b>5609 Total</b>										<b><u>\$31.00</u></b>
5610	ISMIL CHRIS	E	01	300	294	702	000	364		\$1,393.21
5610	ISMIL CHRIS	E	01	300	296	702	000	364		\$348.34
<b>5610 Total</b>										<b><u>\$1,741.55</u></b>
5611	JAMAR COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$179,193.75
<b>5611 Total</b>										<b><u>\$179,193.75</u></b>
5612	JK MECHANICAL CONTRACTORS INC	E	01	005	810	000	000	410	Custodial Supplies	\$3,770.27
5612	JK MECHANICAL CONTRACTORS INC	E	01	005	810	000	000	410	Custodial Supplies	\$903.90
<b>5612 Total</b>										<b><u>\$4,674.17</u></b>
5613	JOHNSON KEVIN	E	04	500	560	000	321	430	Instruct Supplies	\$1,308.97
<b>5613 Total</b>										<b><u>\$1,308.97</u></b>
5614	JUST FOR KIX	E	01	300	296	720	000	430	AS PER ATTACHED ORDER # 962563	\$1,259.72
<b>5614 Total</b>										<b><u>\$1,259.72</u></b>

5615	KAMNIKAR SUSAN	E	01	005	199	000	000	319	Other Personal Svcs	\$90.75
<b>5615 Total</b>										<b><u>\$90.75</u></b>
5616	KING KIM	E	04	500	560	000	321	430	Instruct Supplies	\$360.00
<b>5616 Total</b>										<b><u>\$360.00</u></b>
5617	KOWALSKI TERRI	E	01	300	230	000	000	430	Instruct Supplies	\$59.88
<b>5617 Total</b>										<b><u>\$59.88</u></b>
5618	KRAUS-ANDERSON	E	06	300	870	000	000	311	Prof Tech Services	\$259,857.95
5618	KRAUS-ANDERSON	E	06	100	870	000	000	311	Prof Tech Services	\$142,534.64
5618	KRAUS-ANDERSON	E	06	005	870	000	000	311	Prof Tech Services	\$9,769.31
<b>5618 Total</b>										<b><u>\$412,161.90</u></b>
5619	KUSH-JEFFERY SHANON	E	04	500	580	000	325	430	Instructional Supply	\$31.94
<b>5619 Total</b>										<b><u>\$31.94</u></b>
5620	L & M SUPPLY INC	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$8.76
5620	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$196.97
5620	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$8.99
5620	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$66.98
5620	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$22.97
<b>5620 Total</b>										<b><u>\$304.67</u></b>
5621	LAMINATION DEPOT	E	01	112	203	000	000	401	SKU: S15G251, TRULAM 1.5 MIL STANDARD RC	\$306.80
<b>5621 Total</b>										<b><u>\$306.80</u></b>
5622	LAMPPA JOSH	E	01	300	292	000	000	366	Travel	\$613.38
<b>5622 Total</b>										<b><u>\$613.38</u></b>
5623	LAMPPA STACIE	E	01	005	010	000	000	366		\$265.18
5623	LAMPPA STACIE	E	01	005	199	000	000	319		\$999.43
<b>5623 Total</b>										<b><u>\$1,264.61</u></b>
5624	LARSON JERRI A	E	01	005	199	000	000	319	Other Personal Svcs	\$143.00
<b>5624 Total</b>										<b><u>\$143.00</u></b>
5625	LIMATTA JEREMY	E	01	005	199	000	000	319	Other Personal Svcs	\$243.75
<b>5625 Total</b>										<b><u>\$243.75</u></b>
5626	LINDEN ROGER P	E	01	005	199	000	000	319	Other Personal Svcs	\$176.00
<b>5626 Total</b>										<b><u>\$176.00</u></b>
5627	LINDSETH RENEE	E	01	005	199	000	000	319	Other Personal Svcs	\$162.25
5627	LINDSETH RENEE	E	01	005	199	000	000	319	Other Personal Svcs	\$5.60
<b>5627 Total</b>										<b><u>\$167.85</u></b>
5628	MAVEC ROBERT	E	01	005	199	000	000	319	Other Personal Svcs	\$121.00
<b>5628 Total</b>										<b><u>\$121.00</u></b>
5629	MAVO SYSTEMS INC	E	06	005	870	000	000	311	Prof Tech Services	\$5,508.10
<b>5629 Total</b>										<b><u>\$5,508.10</u></b>
5630	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	112	203	000	000	460	Textbooks Workbooks	\$47.98
<b>5630 Total</b>										<b><u>\$47.98</u></b>
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$61.30
5631	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$200.95
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$289.73
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$128.24
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$17.99
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$152.90
5631	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$8.29
5631	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$45.10
5631	MENARDS	E	01	005	606	000	000	430	Instruct Supplies	\$49.92
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$80.86
5631	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$172.96
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$261.91
5631	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$67.17

5631	MENARDS	E	01	005	690	000	510	366	Travel	\$421.82
5631	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$309.83
<b>5631 Total</b>										<b><u>\$2,268.97</u></b>
5632	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$515.68
<b>5632 Total</b>										<b><u>\$515.68</u></b>
5633	MINNEAPOLIS OXYGEN COMPANY	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$133.53
5633	MINNEAPOLIS OXYGEN COMPANY	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$106.95
<b>5633 Total</b>										<b><u>\$240.48</u></b>
5634	MINNESOTA POWER	E	01	005	810	000	000	331	Electricity	\$7,008.47
<b>5634 Total</b>										<b><u>\$7,008.47</u></b>
5635	MN DEPT OF LABOR & INDUSTRY	E	01	005	810	000	000	410	Custodial Supplies	\$40.00
5635	MN DEPT OF LABOR & INDUSTRY	E	01	005	810	000	000	410	Custodial Supplies	\$80.00
5635	MN DEPT OF LABOR & INDUSTRY	E	01	005	810	000	000	410	Custodial Supplies	\$30.00
5635	MN DEPT OF LABOR & INDUSTRY	E	01	005	810	000	000	410	Custodial Supplies	\$10.00
5635	MN DEPT OF LABOR & INDUSTRY	E	01	005	810	000	000	410	Custodial Supplies	\$10.00
<b>5635 Total</b>										<b><u>\$170.00</u></b>
5636	NORTHERN DOOR & HARDWARE INC	E	06	300	870	000	000	520	Bldg Improvements	\$246,752.97
<b>5636 Total</b>										<b><u>\$246,752.97</u></b>
5637	NORTHSTAR INSULATING SYSTEMS INC	E	06	300	870	000	000	520	Bldg Improvements	\$165,530.09
<b>5637 Total</b>										<b><u>\$165,530.09</u></b>
5638	NTS	E	06	005	870	000	000	311	Prof Tech Services	\$1,415.00
5638	NTS	E	06	005	870	000	000	311	Prof Tech Services	\$312.50
<b>5638 Total</b>										<b><u>\$1,727.50</u></b>
5639	O'CONNELL RYAN	E	01	005	199	000	000	319	Other Personal Svcs	\$208.00
<b>5639 Total</b>										<b><u>\$208.00</u></b>
5640	OLSON LORI	E	04	500	560	000	321	430	Instruct Supplies	\$135.00
<b>5640 Total</b>										<b><u>\$135.00</u></b>
5641	PERRAULT DONNA M	E	01	005	199	000	000	319	Other Personal Svcs	\$216.00
<b>5641 Total</b>										<b><u>\$216.00</u></b>
5642	PETERSON COMPANIES INC	E	06	300	870	000	000	510	Site Prep	\$351,790.73
<b>5642 Total</b>										<b><u>\$351,790.73</u></b>
5643	PLAY WITH A PURPOSE	E	01	005	630	000	154	466	PH10-587, FOAM GEOMETRIC SHAPES	\$478.00
5643	PLAY WITH A PURPOSE	E	01	005	630	000	154	466	PH10-556, RAINBOW PATHWAY TUNNELS	\$458.00
5643	PLAY WITH A PURPOSE	E	01	005	630	000	154	466	Freight	\$112.32
<b>5643 Total</b>										<b><u>\$1,048.32</u></b>
5644	RADKO IRON & SUPPLY INC	E	01	300	211	027	000	430	Instruct Supplies	\$507.00
<b>5644 Total</b>										<b><u>\$507.00</u></b>
5645	RAM	B	01	215	270				Payroll Deductions-WC	\$18,246.66
<b>5645 Total</b>										<b><u>\$18,246.66</u></b>
5646	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	005	110	000	000	401	General Supplies	\$79.06
5646	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	005	606	000	000	430	Instruct Supplies	\$81.50
5646	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	300	230	000	000	434		\$76.29
5646	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	005	606	000	000	430		\$142.23
<b>5646 Total</b>										<b><u>\$379.08</u></b>
5647	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$1,137.00
5647	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$100.50
5647	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$900.24
<b>5647 Total</b>										<b><u>\$2,137.74</u></b>
5648	RATWIK ROSZAK & MALONEY	E	01	005	150	000	000	311	Prof Tech Services	\$1,005.00
<b>5648 Total</b>										<b><u>\$1,005.00</u></b>
5649	RIFFEL MARLISE R	E	01	005	199	000	000	319	Other Personal Svcs	\$208.00
5649	RIFFEL MARLISE R	E	01	005	199	000	000	319	Other Personal Svcs	\$11.20
<b>5649 Total</b>										<b><u>\$219.20</u></b>

5650	RI MECHANICAL INC	E	06	300	870	000	000	520	Bldg Improvements	\$991,909.25
<b>5650 Total</b>										<b><u>\$991,909.25</u></b>
5651	RTL CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$365,154.16
<b>5651 Total</b>										<b><u>\$365,154.16</u></b>
5652	RUPP, ANDERSON, SQUIRES & WALDSPURGER, E	01	005	150	000	000	311	Prof Tech Services	\$949.10	
5652	RUPP, ANDERSON, SQUIRES & WALDSPURGER, E	01	005	150	000	000	311	Prof Tech Services	\$2,557.06	
<b>5652 Total</b>										<b><u>\$3,506.16</u></b>
5653	SAND LAKE CHAPEL	E	01	005	199	000	000	319	Other Personal Srvcs	\$1,242.32
<b>5653 Total</b>										<b><u>\$1,242.32</u></b>
5654	SCHINDLER ELEVATOR CORPORATION	E	06	300	870	000	000	520	Bldg Improvements	\$189,999.99
<b>5654 Total</b>										<b><u>\$189,999.99</u></b>
5655	SCHOLASTIC INC	E	01	116	203	405	000	430	AS PER ATTACHED QUOTE # M58772 5	\$916.30
<b>5655 Total</b>										<b><u>\$916.30</u></b>
5656	SEACHANGE PRINT INNOVATIONS	E	01	005	199	000	000	319	Other Personal Srvcs	\$379.65
<b>5656 Total</b>										<b><u>\$379.65</u></b>
5657	SEBUNIA RICHARD	E	01	005	199	000	000	319	Other Personal Srvcs	\$165.00
<b>5657 Total</b>										<b><u>\$165.00</u></b>
5658	ST. GERMAIN'S CABINET INC	E	06	300	870	000	000	520	Bldg Improvements	\$12,635.00
<b>5658 Total</b>										<b><u>\$12,635.00</u></b>
5659	STARFALL EDUCATION	E	01	112	606	000	000	430	STARFALL.COM 2022-2023 SCHOOL MEMBERSH	\$270.00
<b>5659 Total</b>										<b><u>\$270.00</u></b>
5660	STEFANICH SHEENA	E	01	112	203	000	000	401	General Supplies	\$144.95
<b>5660 Total</b>										<b><u>\$144.95</u></b>
5661	STEINBRECHER PAINTING COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$46,265.00
<b>5661 Total</b>										<b><u>\$46,265.00</u></b>
5662	SUMMIT FIRE PROTECTION	E	06	300	870	000	000	520	Bldg Improvements	\$61,669.25
<b>5662 Total</b>										<b><u>\$61,669.25</u></b>
5663	SUPER ONE	E	04	500	580	000	325	430	Instructional Supply	\$32.96
5663	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$10.04
5663	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$0.99
5663	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$92.65
5663	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$12.62
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$46.00
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$127.33
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$27.64
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$397.65
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$45.65
5663	SUPER ONE	E	01	005	690	000	510	366	Travel	\$65.50
5663	SUPER ONE	E	01	005	199	000	000	319	Other Personal Srvcs	\$7.91
5663	SUPER ONE	E	01	005	199	000	000	319	Other Personal Srvcs	\$74.81
5663	SUPER ONE	E	01	005	010	000	000	366	Travel	\$6.99
5663	SUPER ONE	E	01	005	010	000	000	366	Travel	\$22.11
<b>5663 Total</b>										<b><u>\$970.85</u></b>
5664	SURLA LARRY W	E	01	005	810	000	000	350	Repairs Maint Serv	\$1,350.00
<b>5664 Total</b>										<b><u>\$1,350.00</u></b>
5665	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$62.59
5665	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$404.27
5665	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$821.38
<b>5665 Total</b>										<b><u>\$1,288.24</u></b>
5666	TAUBE ELLEN C	E	01	005	199	000	000	319	Other Personal Srvcs	\$165.00
5666	TAUBE ELLEN C	E	01	005	199	000	000	319	Other Personal Srvcs	\$7.84
<b>5666 Total</b>										<b><u>\$172.84</u></b>

5667	TEACHERS ON CALL	E	01	101	640	000	000	303		\$309.24
5667	TEACHERS ON CALL	E	04	500	581	000	344	305		\$1,451.80
5667	TEACHERS ON CALL	E	01	302	420	000	740	307		\$325.36
5667	TEACHERS ON CALL	E	01	302	211	000	000	305		\$773.10
5667	TEACHERS ON CALL	E	01	301	211	000	000	305		\$309.24
5667	TEACHERS ON CALL	E	01	101	420	000	740	307		\$104.69
5667	TEACHERS ON CALL	E	01	101	203	000	000	305		\$927.72
5667	TEACHERS ON CALL	E	01	300	420	000	740	307		\$3,879.40
5667	TEACHERS ON CALL	E	01	300	211	000	000	305		\$2,010.06
5667	TEACHERS ON CALL	E	01	116	420	000	740	307		\$1,767.15
5667	TEACHERS ON CALL	E	01	116	203	000	000	305		\$386.55
5667	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,059.10
5667	TEACHERS ON CALL	E	01	112	203	000	000	305		\$154.62
5667	TEACHERS ON CALL	E	01	100	640	000	000	303		\$77.31
5667	TEACHERS ON CALL	E	01	116	640	000	000	303		\$77.31
5667	TEACHERS ON CALL	E	04	500	581	000	344	305		\$446.17
5667	TEACHERS ON CALL	E	01	302	420	000	740	307		\$196.82
5667	TEACHERS ON CALL	E	01	302	211	000	000	305		\$1,391.58
5667	TEACHERS ON CALL	E	01	301	211	000	000	305		\$154.62
5667	TEACHERS ON CALL	E	01	100	203	000	000	305		\$104.69
5667	TEACHERS ON CALL	E	01	101	420	000	740	307		\$867.25
5667	TEACHERS ON CALL	E	01	101	203	000	000	305		\$618.48
5667	TEACHERS ON CALL	E	01	300	420	000	740	307		\$2,023.00
5667	TEACHERS ON CALL	E	01	300	211	000	000	305		\$1,391.58
5667	TEACHERS ON CALL	E	01	116	420	000	740	307		\$2,534.70
5667	TEACHERS ON CALL	E	01	116	203	000	000	305		\$1,391.58
5667	TEACHERS ON CALL	E	01	112	420	000	740	307		\$571.20
<b>5667 Total</b>										<b><u>\$25,304.32</u></b>
5668	TELIN TRANSPORTATION GROUP LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$22.86
<b>5668 Total</b>										<b><u>\$22.86</u></b>
5669	THELEN HEATING & ROOFING INC	E	06	300	870	000	000	520	Bldg Improvements	\$119,415.00
<b>5669 Total</b>										<b><u>\$119,415.00</u></b>
5670	TRIMARK INDUSTRIAL	E	01	005	810	000	000	410	Custodial Supplies	\$843.20
5670	TRIMARK INDUSTRIAL	E	01	005	810	000	000	410	Custodial Supplies	\$395.25
<b>5670 Total</b>										<b><u>\$1,238.45</u></b>
5671	UHL COMPANY INC	E	06	300	870	000	000	520	Bldg Improvements	\$123,312.71
<b>5671 Total</b>										<b><u>\$123,312.71</u></b>
5672	UNITED GLASS INC	E	06	300	870	000	000	520	Bldg Improvements	\$338,266.50
<b>5672 Total</b>										<b><u>\$338,266.50</u></b>
5673	US BANK EQUIPMENT FINANCE	E	05	005	850	000	302	370	Rentals Leases	\$2,498.00
<b>5673 Total</b>										<b><u>\$2,498.00</u></b>
5674	VERIZON	E	01	005	690	000	000	320	Comm Telephone	\$105.14
<b>5674 Total</b>										<b><u>\$105.14</u></b>
5675	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$54.71
5675	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	333		\$58.74
5675	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	332		\$33.50
5675	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	331		\$441.31
5675	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	440		\$285.50
5675	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$585.30
5675	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	333		\$577.26
5675	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	332		\$212.50
5675	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	331		\$8,302.24
5675	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	440		\$1,720.93

5675	VIRGINIA PUBLIC UTILITIES	E 03 005 760 000 720 331	Electricity	\$52.71
<b>5675 Total</b>				<b><u>\$12,324.70</u></b>
5676	W A FISHER COMPANY	E 01 005 199 000 000 319	Other Personal Srvc	\$50.00
5676	W A FISHER COMPANY	E 01 005 010 000 000 380	Print-Publish	\$70.52
<b>5676 Total</b>				<b><u>\$120.52</u></b>
5677	WAGNER KATHLEEN	E 01 005 199 000 000 319	Other Personal Srvc	\$82.50
5677	WAGNER KATHLEEN	E 01 005 199 000 000 319	Other Personal Srvc	\$7.84
<b>5677 Total</b>				<b><u>\$90.34</u></b>
5678	WALDORF JOANNE K	E 01 005 199 000 000 319	Other Personal Srvc	\$71.50
5678	WALDORF JOANNE K	E 01 005 199 000 000 319	Other Personal Srvc	\$1.12
<b>5678 Total</b>				<b><u>\$72.62</u></b>
5679	WCS1 LLC	E 06 300 870 000 000 520	Bldg Improvements	\$6,175.00
<b>5679 Total</b>				<b><u>\$6,175.00</u></b>
5680	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$51.21
5680	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$68.60
5680	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$6.20
5680	SUPER ONE	E 01 300 250 000 000 430	Instruct Supplies	\$72.14
<b>5680 Total</b>				<b><u>\$198.15</u></b>
290364-290368	PAYROLL 11/15/21			\$822,425.25
	OASDI			\$48,878.78
	MEDICARE			\$11,558.64
	PERA			\$19,936.51
	TRA			\$44,924.25
	TSA MATCH			\$4,714.88
	PAYROLL 11/22/21			
	TSA MATCH			\$9,690.00
290380-290382	PAYROLL 11/30/21			\$842,664.36
	OASDI			\$50,100.38
	MEDICARE			\$11,859.53
	PERA			\$21,790.48
	TRA			\$45,185.77
	TSA MATCH			\$4,751.88
			<b>TOTAL DISBURSEMENTS &amp; PAYROLLS</b>	<b>\$7,832,696.54</b>

Seconded by

that the above resolution be adopted.

Resolution adopted December 13, 2021.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairperson

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	5681	2010	E 01	AT & T MOBILITY		Check	
					105 000 000 320	TABLETS		
					9778	Invoice	Paid Amt:	\$81.73
						Invoice No: 21NOV	Check Amount:	\$81.73
2909	1	5682	2290	E 01	BENDA JAMES		Check	
					302 296 710 000 305	OFFICIAL		
					9787	Invoice	Paid Amt:	\$160.00
						Invoice No: GHKY112221	Check Amount:	\$160.00
2909	1	5683	2810	E 03	BROWN TRANSPORTATION INC		Check	
					005 760 000 720 361	21NOV BUS		
					9758	Invoice	Paid Amt:	\$8,736.00
						Invoice No: 3469	Check Amount:	\$91,817.30
						21NOV VAN		
					9759	Invoice	Paid Amt:	\$91,817.30
						Invoice No: 3468	Check Amount:	\$100,553.30
2909	1	5684	2840	E 01	BSN SPORTS LLC		Check	
					300 294 713 000 430	AS PER ATTACHED CART #: 7750676		
					9739	Invoice	Paid Amt:	\$1,497.43
						Invoice No: 914285376	Check Amount:	\$1,497.43
2909	1	5685	3190	E 01	CENTURY LINK		Check	
					005 605 000 311 320	PHONE		
					9754	Invoice	Paid Amt:	\$90.69
						Invoice No: 21DEC	Check Amount:	\$90.87
						PHONE		
					9755	Invoice	Paid Amt:	\$90.87
						Invoice No: 21DEC	Check Amount:	\$181.56
2909	1	5686	3920	E 01	CULLIGAN WATER CONDITIONING		Check	
					005 810 000 000 370	Monthly Unit Rental		
					9720	Invoice	Paid Amt:	\$39.00
						Invoice No: 425X01377908	Check Amount:	\$39.00
2909	1	5687	3990	E 01	CW TECHNOLOGY		Check	
					005 605 000 000 434	CW Cloud Antivirus for 188 computers in Dec		
					9730	Invoice	Paid Amt:	\$282.00
						Invoice No: CW69758	Check Amount:	\$282.00
2909	1	5688	4020	E 01	D & D BEVERAGE		Check	
					01 301 810 000 000 401	Drinking water		
					9717	Invoice	Paid Amt:	\$33.00
						Invoice No: 1491423	Check Amount:	\$33.00
2909	1	5689	1516	E 01	DECA INC		Check	
					005 640 000 316 820	ADVISOR AFFILIATION		
							Paid Amt:	\$8.00
							Check Amount:	\$8.00

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	5689	1516	E	DECA INC		Check
				01	005 640 000 316 820	STATE AFFILIATION	\$5.00
				01	005 640 000 316 820	STUDENT AFFILIATION	\$64.00
				01	005 640 000 316 820	STATE AFFILIATION	\$40.00
							<b>Paid Amt: \$104.00</b>
							<b>Check Amount: \$117.00</b>
2909	1	5690	1479	E	DEFENSE ON A STRING LLC		Check
				01	302 294 709 000 401	defense on a string x2	\$499.00
				01	302 294 709 000 401	Extra belts (5)	\$114.95
				01	302 294 709 000 401	shipping	\$42.50
							<b>Paid Amt: \$656.45</b>
							<b>Check Amount: \$656.45</b>
2909	1	5691	4420	E	DOLINSEK JANELLE		Check
				01	005 105 000 000 366	MILEAGE	\$123.20
							<b>Paid Amt: \$123.20</b>
							<b>Check Amount: \$123.20</b>
2909	1	5692	4810	E	EDUCATION INNOVATION PARTNERS		Check
				01	302 211 000 000 394	21DEC EIP	\$209.67
							<b>Paid Amt: \$209.67</b>
							<b>Check Amount: \$209.67</b>
2909	1	5693	4830	E	EDWARDS OIL COMPANY		Check
				03	005 760 000 720 442	unleaded gas	\$1,417.87
				03	005 760 000 720 442	mtn road tax	\$142.64
							<b>Paid Amt: \$1,560.51</b>
							<b>Check Amount: \$1,560.51</b>
				03	005 760 000 720 442	Diesel fuel for buses	\$7,217.87
				03	005 760 000 720 442	Mtn road tax	\$626.97
							<b>Paid Amt: \$7,844.84</b>
							<b>Check Amount: \$7,844.84</b>
2909	1	5694	5280	E	EVELETH PUBLIC UTILITIES		Check
				01	005 810 000 000 332	UTILITIES	\$1,062.67
				01	302 810 000 000 330	UTILITIES	\$1,548.81
							<b>Paid Amt: \$2,611.48</b>
							<b>Check Amount: \$2,611.48</b>
				01	302 810 000 000 330	UTILITIES	\$448.90
							<b>Paid Amt: \$448.90</b>
							<b>Check Amount: \$448.90</b>
				01	101 810 000 000 330	UTILITIES	\$418.15
							<b>Paid Amt: \$418.15</b>
							<b>Check Amount: \$418.15</b>

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	5694	5280	E 01	302 810 000 000 330	EVELETH PUBLIC UTILITIES	UTILITIES	\$79.80
		PO#:	Voucher #:	9750	Invoice	Invoice No: 21NOV		Paid Amt: \$79.80
								Check Amount: \$3,558.33
2909	1	5695	5700	E 01	302 296 710 000 305	FRIEDLIEB JACE	OFFICIAL	\$107.00
		PO#:	Voucher #:	9779	Invoice	Invoice No: GHKY120621		Paid Amt: \$107.00
				E 01	302 296 710 000 305		OFFICIAL	\$183.00
		PO#:	Voucher #:	9783	Invoice	Invoice No: GHKY11921		Paid Amt: \$183.00
								Check Amount: \$290.00
2909	1	5696	5840	E 01	302 296 710 000 305	GERARDI MARIA	OFFICIAL	\$110.00
		PO#:	Voucher #:	9784	Invoice	Invoice No: GHKY11921		Paid Amt: \$110.00
				E 01	302 296 710 000 305		OFFICIAL	\$110.00
		PO#:	Voucher #:	9781	Invoice	Invoice No: GHKY120621		Paid Amt: \$110.00
								Check Amount: \$220.00
2909	1	5697	5880	E 01	005 810 000 000 332	GILBERT WATER & LIGHT DEPT	UTILITIES	\$414.18
				E 03	005 760 000 720 330		UTILITIES	\$1,454.38
				E 01	100 810 000 000 330		UTILITIES	\$3,165.43
				E 01	301 810 000 000 330		UTILITIES	\$2,823.95
		PO#:	Voucher #:	9744	Invoice	Invoice No: 21NOV		Paid Amt: \$7,857.94
				E 01	301 810 000 000 330		UTILITIES	\$725.08
		PO#:	Voucher #:	9745	Invoice	Invoice No: 21NOV		Paid Amt: \$725.08
				E 01	301 810 000 000 330		UTILITIES	\$386.38
		PO#:	Voucher #:	9746	Invoice	Invoice No: 21NOV		Paid Amt: \$386.38
								Check Amount: \$8,969.40
2909	1	5698	6090	E 01	301 810 000 000 401	GRANDE ACE HARDWARE	solar salt	\$32.45
		PO#:	Voucher #:	9708	Invoice	Invoice No: 176187		Paid Amt: \$32.45
				E 01	302 810 000 000 401		Salt softener	\$25.96
				E 01	302 810 000 000 401		shovel	\$16.19
		PO#:	Voucher #:	9709	Invoice	Invoice No: 176272		Paid Amt: \$42.15
				E 01	302 810 000 000 401		solar salt	\$32.45
		PO#:	Voucher #:	9710	Invoice	Invoice No: 176407		Paid Amt: \$32.45
				E 01	301 810 000 000 401		Fasteners	\$10.32
		PO#:	Voucher #:	9701	Invoice	Invoice No: 176000		Paid Amt: \$10.32
								Check Amount: \$117.37



# Rock Ridge Public Schools

## Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	5705	8890		L & M SUPPLY INC		Check
				E 01	302 810 000 000 401	Leather Gloves	\$18.99
				E 01	302 810 000 000 401	Oil	\$14.94
							<b>Paid Amt: \$33.93</b>
							<b>Check Amount: \$152.83</b>
2909	1	5706	1492		LINDE GAS & EQUIPMENT INC		Check
				E 03	005 760 000 720 401	Cylinder Rental Eveleth Bus Garage	\$79.12
							<b>Paid Amt: \$79.12</b>
2909	1	5707	9740		MARIUCCI VIDEO PRODUCTION INC		Check
				E 01	005 010 000 000 401	CH 12 MGMT FEES	\$3,600.00
							<b>Paid Amt: \$3,600.00</b>
							<b>Check Amount: \$3,600.00</b>
2909	1	5708	10160		MEDICO		Check
				B 01	215 003	LIFE INSURANCE	\$96.46
							<b>Paid Amt: \$96.46</b>
							<b>Check Amount: \$96.46</b>
2909	1	5709	10350		METRO SALES INC		Check
				E 01	101 203 000 000 370	#110328 W865LA00209	\$276.03
							<b>Paid Amt: \$276.03</b>
							<b>Check Amount: \$276.03</b>
				E 01	302 211 000 000 370	#92104 E174M161509	\$201.90
							<b>Paid Amt: \$201.90</b>
				E 01	005 105 000 000 370	#105156 W865L200411	\$17.09
							<b>Paid Amt: \$17.09</b>
							<b>Check Amount: \$495.02</b>
2909	1	5710	10670		MINNESOTA POWER		Check
				E 01	302 810 000 000 330	UTILITIES	\$908.00
							<b>Paid Amt: \$908.00</b>
							<b>Check Amount: \$908.00</b>
				E 01	101 810 000 000 330	UTILITIES	\$3,846.72
							<b>Paid Amt: \$3,846.72</b>
				E 01	302 810 000 000 330	UTILITIES	\$4,102.85
							<b>Paid Amt: \$4,102.85</b>
				E 01	302 810 000 000 330	UTILITIES	\$541.10
							<b>Paid Amt: \$541.10</b>

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	5710	10670	E 01	302 810 000 000 330	UTILITIES	Check
		PO#:	Voucher #:	9771	Invoice	Invoice No: 21NOV	Paid Amt: \$3,105.46
		PO#:	Voucher #:	9772	Invoice	Invoice No: 21NOV	Paid Amt: \$527.09
		PO#:	Voucher #:	9773	Invoice	Invoice No: 21NOV	Paid Amt: \$17.16
		PO#:	Voucher #:	9774	Invoice	Invoice No: 21NOV	Paid Amt: \$181.53
		PO#:	Voucher #:	9775	Invoice	Invoice No: 21NOV	Paid Amt: \$53.89
		PO#:	Voucher #:	9776	Invoice	Invoice No: 21NOV	Paid Amt: \$17.85
							Check Amount: \$13,301.65
2909	1	5711	1517	E 05	302 865 000 369 350	Pool License	Check
		PO#:	Voucher #:	9703	Invoice	Invoice No: 110521	Paid Amt: \$720.00
							Check Amount: \$720.00
2909	1	5712	10800	E 01	302 810 000 000 440	UTILITIES	Check
		PO#:	Voucher #:	9763	Invoice	Invoice No: 21NOV	Paid Amt: \$6,230.86
		PO#:	Voucher #:	9764	Invoice	Invoice No: 21NOV	Paid Amt: \$154.06
		PO#:	Voucher #:	9765	Invoice	Invoice No: 21NOV	Paid Amt: \$436.55
		PO#:	Voucher #:	9766	Invoice	Invoice No: 21NOV	Paid Amt: \$496.55
							Check Amount: \$7,318.02
2909	1	5713	10900	E 01	005 605 000 311 320	TECH	Check
		PO#:	Voucher #:	9760	Invoice	Invoice No: 8000	Paid Amt: \$742.50
		PO#:	Voucher #:	9761	Invoice	Invoice No: 7700	Paid Amt: \$742.50
							Check Amount: \$1,485.00
2909	1	5714	11580	E 01	302 211 000 000 394	MSC ONLINE FY 22-FALL	Check
		PO#:	Voucher #:	9733	Invoice	Invoice No: 2838	Paid Amt: \$5,328.54
							Check Amount: \$5,328.54

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	5715	11600		NORTHERN BUSINESS PRODUCTS INC		Check	
		E 01	301	211	000 000 401	QUA63663 Inter-Department Envelope Box-1C		\$68.59
		E 01	301	211	000 000 401	MMMM1426 Heavy Duty Packing Tape - 6 pack		\$15.29
		E 01	301	211	000 000 401	MMMM6545US-3.3 post it 5-pack		\$28.77
		<b>PO#:</b> 2966	<b>Voucher #:</b>	<b>9734</b>	<b>Invoice No:</b> 628861-0		<b>Paid Amt:</b>	<b>\$112.65</b>
		E 01	005	010	000 000 401	3x3 Pack of Post It Notes - 3M 65424SSMILAC		\$30.89
		E 01	005	010	000 000 401	File Sorter - PFX 40652		\$42.00
		E 01	005	010	000 000 401	4x6 Lined Post Its - 3M 6603SSMIA		\$12.99
		E 01	005	010	000 000 401	3 Month Wall Calendar - AAG PM1128		\$13.99
		E 01	005	010	000 000 401	Shipping		\$0.00
		<b>PO#:</b> 3047	<b>Voucher #:</b>	<b>9740</b>	<b>Invoice No:</b> 630116-0		<b>Paid Amt:</b>	<b>\$99.87</b>
		E 01	005	010	000 000 401	Gel pens		\$14.99
		E 01	005	010	000 000 401	Wall Calendar		\$13.99
		E 01	005	010	000 000 401	Sharpies		\$8.79
		<b>PO#:</b> 3083	<b>Voucher #:</b>	<b>9741</b>	<b>Invoice No:</b> 630039-0		<b>Paid Amt:</b>	<b>\$37.77</b>
		<b>Check Amount:</b>						<b>\$250.29</b>
2909	1	5716	11630		NORTHERN MN DENTAL INC		Check	
		B 01	215	002		DENTAL INSURANCE		\$4,802.20
		<b>PO#:</b>	<b>Voucher #:</b>	<b>9777</b>	<b>Invoice No:</b> 21DEC		<b>Paid Amt:</b>	<b>\$4,802.20</b>
		<b>Check Amount:</b>						<b>\$4,802.20</b>
2909	1	5717	11640		NORTHERN STAR FOOD EQUIPMENT SALES & SERVICE		Check	
		E 01	301	810	000 000 401	Labor		\$106.25
		E 01	301	810	000 000 401	Travel time		\$100.00
		<b>PO#:</b> 3065	<b>Voucher #:</b>	<b>9711</b>	<b>Invoice No:</b> 2672		<b>Paid Amt:</b>	<b>\$206.25</b>
		<b>Check Amount:</b>						<b>\$206.25</b>
2909	1	5718	12850		RANGE AUTO PARTS COMPANY		Check	
		E 03	005	760	000 720 401	DEF Fluid		\$89.94
		<b>PO#:</b> 3039	<b>Voucher #:</b>	<b>9718</b>	<b>Invoice No:</b> 14785		<b>Paid Amt:</b>	<b>\$89.94</b>
		<b>Check Amount:</b>						<b>\$89.94</b>
2909	1	5719	12940		RANGE PAPER CORPORATION		Check	
		E 01	101	810	000 000 401	garbage bags		\$508.35
		E 01	101	810	000 000 401	Hand soap		\$789.15
		<b>PO#:</b> 3038	<b>Voucher #:</b>	<b>9719</b>	<b>Invoice No:</b> 13049		<b>Paid Amt:</b>	<b>\$1,297.50</b>
		E 01	301	810	000 000 401	Peroxy		\$143.14
		<b>PO#:</b> 3062	<b>Voucher #:</b>	<b>9712</b>	<b>Invoice No:</b> 80049		<b>Paid Amt:</b>	<b>\$143.14</b>
		<b>Check Amount:</b>						<b>\$1,440.64</b>

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2909	1	5720	13660	E 01	302 296 710 000 305	OFFICIAL	Check	\$122.00	
PO#:		Voucher #:		9785	Invoice	Invoice No: GHKY112221	Paid Amt:	\$122.00	Check Amount: \$122.00
2909	1	5721	13710	E 01	302 259 000 000 430	Rico Bass Clarinet Reeds 2.5 10/box	Check	\$26.99	
				E 01	302 259 000 000 430	Rico Baritone Sax Reeds 2.5 3/pk		\$12.60	
				E 01	302 259 000 000 430	Mitchell Lurie reed Bb Clarinet 3.0 10/box		\$17.99	
				E 01	302 259 000 000 430	Vic Firth Drumstick American Custom sd1		\$33.96	
PO#:	3050	Voucher #:		9736	Invoice	Invoice No: 4274914	Paid Amt:	\$91.54	
				E 01	302 259 000 000 430	Hot Wires Instrument Cable 15ft		\$11.04	
				E 01	302 259 000 000 430	Accent on Achievement Bass Clarinet		\$7.19	
				E 01	302 259 000 000 430	Accent on Achievement Bari Sax		\$7.19	
PO#:	3049	Voucher #:		9737	Invoice	Invoice No: 4274975	Paid Amt:	\$25.42	
				E 01	302 259 000 000 430	Repair B&O Bass clarinet parts- 2 floor pegs,		\$74.74	
PO#:	3048	Voucher #:		9738	Invoice	Invoice No: 4313347	Paid Amt:	\$74.74	Check Amount: \$191.70
2909	1	5722	13840	E 01	301 211 000 000 401	pastels 9-1569559-781	Check	\$194.80	
				E 01	301 211 000 000 401	paint set 9-1572494-781		\$124.77	
				E 01	301 211 000 000 401	Blending stumps 9-376316-781		\$15.78	
				E 01	301 211 000 000 401	paint yellow		\$23.97	
				E 01	301 211 000 000 401	Paint white 9-1587653-781		\$23.97	
				E 01	301 211 000 000 401	paint blue 9-1572477-781		\$23.97	
				E 01	301 211 000 000 401	markers 9-410628-781		\$68.58	
PO#:	2817	Voucher #:		9742	Invoice	Invoice No: 308103897498	Paid Amt:	\$475.84	
				E 01	101 203 000 000 401	Scotch scissors #1532798. red		\$4.35	
				E 01	101 203 000 000 401	Westcott 8" scissors grey and yellow #140309		\$11.24	
PO#:	2864	Voucher #:		9743	Invoice	Invoice No: 208128911007	Paid Amt:	\$15.59	Check Amount: \$491.43
2909	1	5723	14950	E 01	302 296 710 000 305	OFFICIAL	Check	\$183.00	
PO#:		Voucher #:		9786	Invoice	Invoice No: GHKY112221	Paid Amt:	\$183.00	
				E 01	302 296 710 000 305	OFFICIAL		\$107.00	
PO#:		Voucher #:		9780	Invoice	Invoice No: GHKY120621	Paid Amt:	\$107.00	
				E 01	302 296 710 000 305	OFFICIAL		\$183.00	
PO#:		Voucher #:		9782	Invoice	Invoice No: GHKY111921	Paid Amt:	\$183.00	Check Amount: \$473.00

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	5724	15040		SUPER ONE		Check
				E 01	301 250 000 000 430	Groceries and supplies, blanket	\$26.07
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$26.07
		<b>PO#: 2878</b>	<b>Voucher #:</b>	9727	Invoice	Invoice No: 00006946	<b>Paid Amt: \$52.14</b>
				E 01	301 250 000 000 430	Groceries and supplies, blanket	\$45.70
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$45.70
		<b>PO#: 2878</b>	<b>Voucher #:</b>	9728	Invoice	Invoice No: 00005957	<b>Paid Amt: \$91.40</b>
				E 01	302 250 000 000 430	Groceries and supplies, blanket	(\$0.01)
				E 01	301 250 000 000 430	Groceries and supplies, blanket	\$31.94
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$31.94
		<b>PO#: 2878</b>	<b>Voucher #:</b>	9729	Invoice	Invoice No: 00014198	<b>Paid Amt: \$53.87</b>
							<b>Check Amount: \$207.41</b>
2909	1	5725	16520		VIKING ELECTRIC SUPPLY		Check
				E 05	302 865 000 369 350	electrical control panel	\$1,608.00
		<b>PO#: 3074</b>	<b>Voucher #:</b>	9704	Invoice	Invoice No: S005250986.001	<b>Paid Amt: \$1,608.00</b>
				E 05	302 865 000 369 350	relay	\$139.99
		<b>PO#: 3073</b>	<b>Voucher #:</b>	9705	Invoice	Invoice No: S004959299.001	<b>Paid Amt: \$139.99</b>
							<b>Check Amount: \$1,747.99</b>
<b>Report Total:</b>							<b>\$185,443.49</b>

<b>Sport/Position</b>	<b>Name</b>	<b>Stipend</b>	<b>* Returning</b>
<b>EG Boys Basketball</b>			
Head Coach	Adam Roen*	\$5,532	
Asst Coach/JV	Brian Skadsem*	\$3,688	
<b>EG Girls Basketball</b>			
Head Coach	Karwin Marks*	\$5,532	
Asst Coach/JV	Terrance Wilcox*	\$3,688	
<b>VA Boys Basketball</b>			
Head Coach	Derek Aho*	\$6,402	
Asst Coach	Drew Aho*	\$4,278	
C-Team	Justin Reid*	\$3,400	
<b>VA Girls Basketball</b>			
Head Coach	Spencer Aune*	\$6,402	
Asst Coach	Kyle Lawrence*	\$4,278	
<b>RR Girls Hockey</b>			
Head Coach	Earl Fitzgerald*	\$6,402	
Asst Coach	Steve Gregorich*	\$4,278	Moved from JV to Asst
JV	Fitzgerald/Gregorich	\$2,139 / \$2,139	Co-Coach
<b>RR Boys Hockey</b>			
Head Coach	Ben Johnson	\$6,402	
Asst Coach	Ryan Cobby	\$4,278	
Asst/JV	Evan Friedlieb*	\$4,278	
<b>RR Boys Swimming</b>			
Head Coach	Dan Boelk*	\$5,670	
Asst Coach	Todd Erickson*	\$3,838	
Asst (Diving)	Ezekiel Erickson*	\$2,668	
<b>RR Wrestling</b>			
Head Coach	Dennis Benz*	\$5,670	
Asst Coach	Garret Benz*	\$3,838	
JV	Tyler Walner*	\$2,668	
<b>RR Dance Team</b>			
Head Coach	Emily Jankila*	\$4,060	
Asst Coach	Jessica Kralich*	\$2,668	

**RR JH Girls Basketball**

7th grade	Mike Williams	\$2,668
8th Grade	Mike Williams*	\$2,668

**RR JH Boys Basketball**

7th grade	Riley Jacobson*	\$2,668
8th Grade	Tom Norman*	\$2,668

**RR Alpine****\$8,490 / 3 Positions**

Head Coach	Benji Neff*	\$2,830	Co-Coach
Asst Coach	Lance Larsen*	\$2,830	Co-Coach
Asst Coach	Eli Little*	\$2,830	Co-Coach

Speech	Jason Ness*	\$1,843	Moved from Asst to Head
Speech	Katie Rigstad	\$1,843	
JH Speech	Jack Gritzmacher*	\$981	Moved from Head to JH

One Act Play	Jeremy Liimitta*	\$1,383
	Chris Chad	\$1,383



**ROCK RIDGE ACADEMY AND  
ORTHOPAEDIC ASSOCIATES  
PARTNERSHIP OPPORTUNITY**



**[OADULUTH.COM](http://OADULUTH.COM)**

## WHAT IS ORTHOPAEDICS?

The new Rock Ridge Academy offers an exciting and unique approach to high school education in this country. Orthopaedic Associates looks forward to being part of it and to work with the student body, exposing them to a multitude of medical related professions through our practice.

The orthopaedic surgical specialty focuses on the diagnosis and management of disorders of musculoskeletal system (muscles, bones, joints, ligaments and tendons). The use of both nonsurgical and surgical approaches are used to treat patient maladies such as arthritis, sports related injuries, fractures and other trauma, as well as multiple spine related problems.

Our team is proud to help individuals live their life in motion everyday. Whether it is allowing Charlie to jog again after an ankle injury, getting Stephanie back on the bike and ski trails without pain, or making Bonnie comfortable by explaining the healing process of her shoulder manipulation so she can get back to living an independent and more active lifestyle. From diagnosis to recovery, Orthopaedic Associates is with our patients every single step of the way.



## WHY CHOOSE OAD

For more than 50 years our team of board-certified surgeons has been setting the standard for orthopaedic care in the Northern Minnesota and Wisconsin region. Specifically, our physicians have brought consistent orthopaedic care to the Iron Range for nearly 30 years.

The strength of Orthopaedic Associates of Duluth is that we are an independent practice. Our Board of Directors consist of physicians who work in our facilities and know our patients. This means that those giving the care and knowing the inner workings are the ones making the decisions - resulting in decisions that are best for the practice and best for our patients. Our surgeons are in communication with our entire team, so when questions or concerns arise, they can be addressed in a timely and efficient manner. We are also allowed to take our time with every patient, developing relationships and trust so they know their

care is in good hands. This will also be the case when it comes to Rock Ridge students and the Virginia/Eveleth and surrounding communities. The interactions within a typical OAD facility will also be had and shared with the students taking part in the curriculum.

OAD's goal at the Rock Ridge facility is to support the school's vision of bringing healthcare careers and learning opportunities directly to students. This curriculum could include on-going learning sessions and workshops, one-on-one job shadowing opportunities, real life lessons and experiences, as well as any additional impact points or adjustments made between Rock Ridge and OAD's vision to better the outcomes for students and the community.

OAD will also be able to work with the school board as the project evolves, offer ideas, and assist with strategic planning when necessary.



## A DAY IN THE LIFE

Students will have the opportunity to see how each of the following positions function within a healthcare practice:

**PHYSICIANS AND SURGEONS** diagnose and treat illness or injuries and help with health maintenance. On the day-to-day they examine patients, note medical histories, discuss preventative care, prescribe medications, and order, perform, and interpret test results.

**PHYSICIAN ASSISTANTS** practice medicine as part of a team with physicians, surgeons, and other healthcare professionals. They work in all areas of medicine including primary care, family medicine, psychiatry, and emergency medicine and are able to examine, diagnose, and treat patients.

**PHYSICAL THERAPISTS** work to improve movement and manage pain as a part of preventative care, rehabilitation, and treatment for patients suffering from chronic conditions, illnesses, or injuries.

**OCCUPATIONAL THERAPISTS** utilize the therapeutic use of everyday activities to help patients who have injuries, illnesses, or disabilities to develop, recover, or improve their skills for daily living and working.

**ATHLETIC TRAINERS** prevent, diagnose, and treat muscle and bone injuries for athletes.

**ADMINISTRATORS** in the healthcare field work behind the scenes to make decisions for the facility or institution they are a part of. They work with policy and budgets to create positive patient and staff experiences. The OAD administrator reports directly to the Board of Directors.

### **BUSINESS OFFICE PROFESSIONALS**

Not all roles within our practice involve patient contact. There is a wide variety of business office professions that all play a pivotal role in the success of the practice.

- REGISTRATION PROFESSIONALS
- CODERS
- BUSINESS ANALYSTS
- HUMAN RESOURCES
- CREDENTIALING
- ACCOUNTS PAYABLE/RECEIVABLE
- DENIALS AND APPEALS

### **RADIOLOGIC AND MRI (X-RAY) TECHNOLOGISTS**

use specialized equipment to perform imaging scans which are interpreted and analyzed in order to make a diagnosis. Orthopaedic Associates prides themselves on having this technology on-site.

**MEDICAL STAFF** work in the public health department to direct and provide medical diagnosis and treatment services for health problems.

At Orthopaedic Associates, our model of practice ensures each member of our team works together to create the best possible outcomes for our patients. This means everyone is in communication and collaboration at all times. For example, our physical therapists have quick access to our surgeons to discuss care plans for recovery to ensure everyone is on the same plan moving forward. Students will not only see this model at work, but will also be able to be a part of the entire process.

## A PART OF THE COMMUNITY

Currently being an intricate part of the Virginia Community, by seeing patients at Laurentian, Mountain Iron, and Essentia VRMC among other surrounding clinics, as well as currently providing Athletic Training services at Virginia Schools, OAD understands the population of the region, is already known in the area, and has a rapport with community members. This places us in a perfect position to continue our work in a different capacity and extend our outreach and mentorship to students in an optimally beneficial way.

Our patients and community members are a part of the Orthopaedic Associates family--we will treat you as one of our own and work with you hand in hand to reach your goals. The physicians, therapists, nurses, staff, and trainers share a collaborative mission of keeping the members in our communities moving, healthy, and learning.

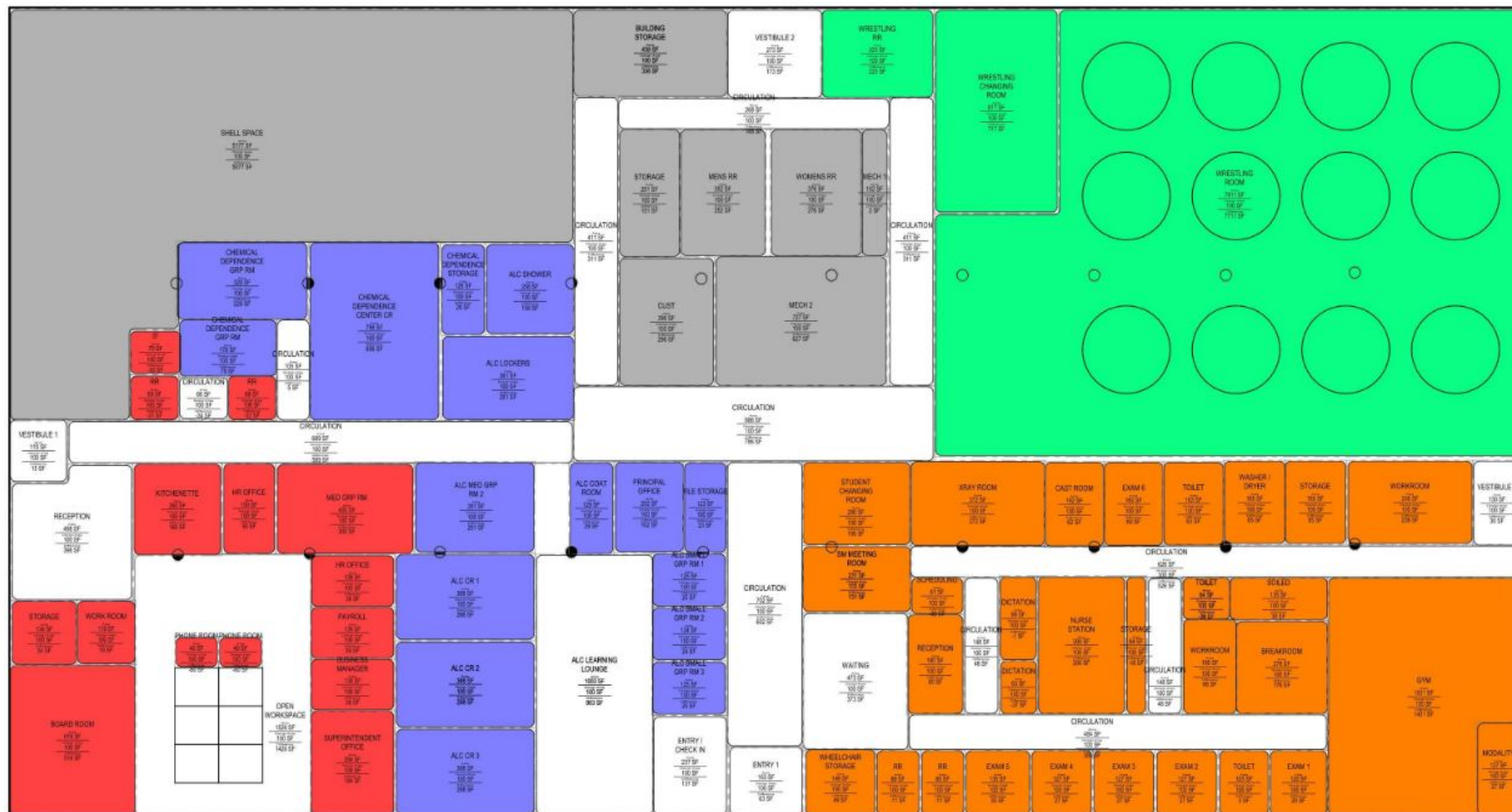


## FINANCIAL PROPOSAL

- Orthopaedic Associates will occupy about 7,782 square feet of the existing building. Might be additional space needed for MRI.
- Orthopaedic Associates will pay for the build outs of our space not to exceed \$1,500,000.
- Orthopaedic Associates will pay utilities associated with the 7,000 square feet.
- Orthopaedic Associates is requesting a 20-year lease.
- There will be no rent due for years 1 through 20.
- Amortization will be \$5,000 per month. Orthopaedic Associates currently pays roughly that amount with our current rental agreements in the area.
- Rock Ridge Academy will absorb all shell costs to the facility.



# CONCEPTUAL FLOORPLAN





**THANK YOU!**



[OADULUTH.COM](http://OADULUTH.COM)



# Virginia Area Historical Society

800 9th Avenue North  
Virginia, Minnesota 55792  
Phone: (218) 741-1136

December 6, 2021

Superintendent Noel Schmidt  
Rock Ridge Public Schools  
411 South 5th Avenue  
Virginia, MN 55792

Dear Dr. Schmidt:

The Virginia Area Historical Society would like to thank the Rock Ridge Public Schools for their assistance in allowing us to examine and catalog pieces of artwork and artifacts held within the Roosevelt School in Virginia, MN.

Our mission is to preserve and promote the history of the Virginia and surrounding areas. We have identified a number of items in the school that would help us with this task and we respectfully request that they be donated to our society for preservation and use in future exhibits.

The items we are interested in are as follows:

1. Regulator wall clock made by the Waterbury Clock Company (Circa 1905-1909)
2. Framed image of Theodore Roosevelt (Donated by VHS Class of 1931)
3. Framed image of Franklin Delano Roosevelt (Donated by Class of 1945)
4. Bust of Theodore Roosevelt (Circa 1910)
5. Bronze bust of Abraham Lincoln (Donated by Class of 1907)
6. Framed panoramic photograph of the Roosevelt School with George Washington snow sculpture created by Duane Bryers (Circa 1935)
7. Grandfather clock (Donated by Class of 1928)
8. Framed panoramic photograph of the Virginia Rainy Lake Sawmill (Circa 1920s)
9. Five quilts depicting Virginia, MN (2012 joint project between Roosevelt Elementary students, Range Fiber Arts, and the Minnesota Discovery Center)
10. Lake Superior oil painting by Leon Lundmark (Donated by Class of 1933)

Should the Rock Ridge Schools approve the donation of any or all of the items listed above we are available at your convenience to collect and transfer the items to our museum.

We may be reached by U.S. Mail to Virginia Area Historical Society, P.O. Box 736, Virginia MN 55792, by email to [virginiamnuseum@gmail.com](mailto:virginiamnuseum@gmail.com) and by phone to our museum office, 218-741-1136. You may also contact VAHS board members Tony Addy at 218-780-3230 and Chris Holmes at 218-290-0392.

Thank you for any consideration you may show us.

Sincerely,

Mary Peterson, President, Virginia Area Historical Society



Effective immediately, all full-day substitute teachers will be paid according to this schedule:

1. All substitute teachers will receive \$130 for each full school day.
2. After 5 days of substitute teaching, the substitute teacher will receive \$135 for each full school day they substitute.
3. After 15 total days of substitute teaching per school year, the substitute teacher will receive \$140 for each full school day they substitute.
4. After 25 total days of substitute teaching per school year, the substitute teacher will receive \$150 for each full school day they substitute.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING COMBINED POLLING PLACES  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 2909, State of Minnesota, as follows:

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

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

Combined Polling Place 1: Fayal Town Hall, 4375 Shady Ln., Eveleth, MN 55734

This combined polling place serves all territory in Independent School District No. 2909 located in Fayal Township; Iron Junction Township; and Clinton Township, St. Louis County, Minnesota.

Combined Polling Place 2: Gilbert City Hall, 16 S Broadway St., Gilbert, MN 55741

This combined polling place serves all territory in Independent School District No. 2909 located in the City of Gilbert; Biwabik Township; the City of McKinley; Unorg. Precinct 14 Tikander Lake/Lakeland; and Unorg. Precinct 18 (59-16), St. Louis County, Minnesota.

Combined Polling Place 3: Iron Trail Motors Event Center, 919 6<sup>th</sup> St S., Virginia, MN 55792

This combined polling place serves all territory in Independent School District No. 2909 located in the City of Virginia, Precincts 1, 2, 3, 4, and 5, St. Louis County, Minnesota.

Combined Polling Place 4: Eveleth City Auditorium, 421 Jackson St., Eveleth, MN 55734

This combined polling place serves all territory in Independent School District No. 2909 located in the City of Eveleth, Precincts 1 and 2; and the City of Leonidas, St. Louis County, Minnesota.

Combined Polling Place 5: Wuori Town Hall, 7449 Werner Rd., Virginia, MN 55792

This combined polling place serves all territory in Independent School District No. 2909 located in the City of Mountain Iron, Precinct 2; Wuori Township; Sandy Township; Pike Township; and Unorg. Precinct 15 Sand Lake, St. Louis County, Minnesota.

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

4. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and upon vote being taken, the following voted in favor thereof:

And the following voted against the same:

And the following were absent:

Whereupon, said resolution was declared duly passed and adopted.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Chair  
Rock Ridge Public Schools  
Independent School District No. 2909

\_\_\_\_\_  
Board Clerk  
Rock Ridge Public Schools  
Independent School District No. 2909

**BALLOT: NORTH ZONE**

**DISTRICT #** \_\_\_\_\_ **DISTRICT/ORG. NAME** \_\_\_\_\_

*District number AND name must be completed to be valid.*

**GROUP (check):** \_\_\_ Administrator \_\_\_ School Board \_\_\_ Teacher \_\_\_ Agency/Associate

*Complete one ballot for each group above. Each group votes for each vacancy.*

Review enclosed candidate statements. To vote for a candidate whose name appears on this ballot, mark an (X) in the square to the LEFT of the candidate's name. To vote for an individual whose name does not appear on the ballot, PRINT the individual's name and district/organization on the blank line.

**VACANCIES: THREE (3)**

➤ **ADMINISTRATOR Representative (4-Year Term 2022-2025)**

- Kristi Berlin, St. Louis County/Mountain Iron-Buhl
- Jeffrey Lund, Marshall County Central
- Chris Mills, Stephen-Argyle Central
- Write-in Candidate/Organization \_\_\_\_\_

➤ **SCHOOL BOARD Representative (2-Year Term 2022-2023)**

- Mary Kay Jacobson, Greenway
- Carol L. Johnson, Bemidji
- Ryan Walseth, Thief River Falls
- Write-in Candidate/Organization \_\_\_\_\_

➤ **TEACHER Representative (4-Year Term 2022-2025)**

- Sonia Wadena, Bemidji
- Write-in Candidate/Organization \_\_\_\_\_

**RETURN COMPLETED BALLOT/S VIA ONE OF TWO WAYS:**

**1. MAIL PAPER BALLOT**

Mail to: MREA, P.O. Box 187, St. Cloud, MN 56302-0187  
*Ballots must be postmarked by 12/31/21 to be valid.*

**OR**

**2. SCAN AND EMAIL BALLOT**

Scan and email to: INFO@MREAVOICE.ORG  
*Ballots must be received by 12/31/21 to be valid.*

**(SEE CANDIDATE STATEMENTS ON REVERSE/ENCLOSED)**



## Candidates for North Zone Vacancies

### ➤ ADMINISTRATOR

#### **Kristi Berlin, St. Louis County/Mountain Iron-Buhl**

I have been in education for 25 years as a business and ESL teacher, assistant principal, principal, and now Director of Teaching and Learning, with the last 13 years spent in northeastern Minnesota. On the Iron Range I have learned the power of collaboration when districts work together to accomplish more as a whole because I work daily in a collaborative environment with 2 districts. I am a champion for small school districts trying to do more with less and would like to bring this experience to the MREA Board so the smallest districts in the state have options others have for their students and staff.

#### **Jeffrey Lund, Marshall County Central**

I am Superintendent for MCC and have been a regular MREA conference attendee since 2013. I value MREA because it works to proactively help solve problems. I am an accomplished school leader in Northern Minnesota winning the Minnesota Elementary Principal Association Leadership Achievement Award and the Minnesota Association of School Administrators Region 8 Administrator of Excellence Award. I currently serve on the Northwest Links Board and the Northwest Service Cooperative Superintendent Advisory Council. Past service includes Minnesota Elementary Principal Northern Division President, Northland College in the High School Advisory Board, and Infinity Online Executive Council.

#### **Chris Mills, Stephen-Argyle Central**

I have served as Superintendent for SAC for the past 22 years. I demonstrated my passion and commitment to Greater Minnesota by serving on multiple advocacy roles representing our states rural schools. I served on the MREA Legislative Action committee and the Board of Directors for 18 years and served as Board President in 2015. I have worked diligently with state and federal legislators serving on the Minnesota Association of School Administrators Board for the past 6 years and as a member of the Legislative Advocacy committee for the past 12 years. These roles and additional leadership activities provide my qualifications to serve on the MREA Board of Directors.

### ➤ SCHOOL BOARD

#### **Mary Kay Jacobson, Greenway**

I am a new school board member for Greenway. However, I have been a part of public education all my life. My father was a superintendent, my mother a French teacher, and my brother a college professor. I have a degree in speech therapy and have also taught kindergarten, junior high speech, English, and geography, and community college business math. I was a dean at a community college in Dallas, Executive Director of the Northern Minnesota Citizens' League, and a grant writer with over \$12,000,000 dollars awarded over 10 years, mostly to educational institutions. Although my school board experience is limited, my desire to serve my community and rural education is not.

#### **Carol L. Johnson, Bemidji**

I am in my fifth term as a Bemidji school board member and have held the positions of Clerk, Vice-Chair and Chair several times and will be Chair again in 2022. My committee commitments include Curriculum, Facilities, and Personnel. I believe my 17 years of school board experience would make me a qualified candidate for this position. I have a passion



MAIL

PO Box 187  
St. Cloud, MN 56302-0187

VISIT

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

CALL

(320) 762-6574  
Toll Free (833) MNVOICE

LEARN

MREAVoice.org

December 10, 2021

MEMO TO: RAMS PUBLIC SECTOR MEMBERS

FROM: DIRECTOR IDA RUKAVINA

RE: OFFICIAL BALLOT FOR RAMS BOARD OF DIRECTORS ELECTION

MEMBERS:

On an annual basis, the election for half of the RAMS Board of Directors is conducted. Attached you will find a copy of the official ballot for the RAMS Board of Directors. Nominations have now been closed and we have 12 people nominated for the 11 Director slots as well as 1 person for the Superintendent position. The election of RAMS Board members will be held at our upcoming annual meeting on Wednesday, December 29<sup>th</sup>, 2021 at 6:00 pm (see attached invitation). Official ballots will be at the annual meeting. Due to COVID, we understand that some people may still not feel comfortable attending in person. For that reason, the Board has decided that ballots may be submitted earlier that week during normal business hours at the RAMS office on either Tuesday, the 28<sup>th</sup> from 9:00 am until 4:00 pm or on Wednesday the 29<sup>th</sup> from 9:00 until 2:00 PM. You may also submit your ballot at the Community center after 2:30 pm on the 29<sup>th</sup> and you do not have to stay for the annual meeting. Please note you MUST check in and vote with Kristen or Ida as we will be keeping track of each member entity who voted.

A reminder of how voting works. Each member entity (each school, township or city) will receive ONE ballot. Each entity may submit only one ballot. You should decide with the rest of your board how you are voting/filling out the ballot. You may choose to have your whole town board, council/mayor or school board attend the annual meeting or you may choose to send only one or two people (that is entirely up to your board/council). Ballots may NOT be returned via email or mail this year due to privacy and time constraints. If you submit your entity's ballot ahead of time in person, your ballot will be place into a sealed envelope to maintain privacy.

RAMS election rules do not allow for bullet balloting, so please mark a complete ballot by voting for 11 Directors and 1 Superintendent. Please note that this is a contested election as 12 people have been nominated for 11 open positions.

Finally, a reminder that the RAMS office will be closed on Friday, December 24<sup>th</sup> and Monday, December 27<sup>th</sup> in observance of the Holidays. Please feel free to call me with any questions at 218-235-0029.

Happy Holidays,



Ida Rukavina/Executive Director

Kristen Kranz/Administrative Assistant

*“One Range...One Voice”*

**RAMS BOARD OF DIRECTORS 2022-2023**

**OFFICIAL BALLOT**

**December 29, 2021**

**VOTE FOR ELEVEN (11) BOARD OF DIRECTORS**

**\*MUST VOTE FOR 11**

**Two Year Term (January 1, 2022-December 31, 2023)**

---

- |   |                     |                            |
|---|---------------------|----------------------------|
| <input type="checkbox"/> Baribeau, Charlie (Incumbent)    | City Council        | City of Virginia           |
| <input type="checkbox"/> Berrini, Bob (Incumbent)         | Township Supervisor | Town of Morse              |
| <input type="checkbox"/> Hoffman Saccoman, Jennifer (Inc) | City Councilor      | City of Hibbing            |
| <input type="checkbox"/> Jofs, Norma Jean                 | City Council        | City of Aurora             |
| <input type="checkbox"/> Kalmi, Barb (Incumbent)          | School Board        | ISD 319, Nashwauk/Keewatin |
| <input type="checkbox"/> Kess, Paul (Incumbent)           | City Council        | City of Ely                |
| <input type="checkbox"/> Medure, Phillip                  | Township Supervisor | Great Scott Township       |
| <input type="checkbox"/> Pitts, Larry                     | City Council        | City of Calumet            |
| <input type="checkbox"/> Shirley, Dan                     | School Board        | ISD 166, Cook County       |
| <input type="checkbox"/> Stolp, Warren (Incumbent)        | Township Supervisor | Nashwauk Township          |
| <input type="checkbox"/> Vake, Travis                     | City Council        | City of Chisholm           |
| <input type="checkbox"/> Zins, David (Incumbent)          | City Council        | City of Hoyt Lakes         |

**VOTE FOR ONE (1) BOARD OF DIRECTORS (Superintendents Association)**

**\*MUST VOTE FOR 1**

**Two Year Term (January 1, 2022-December 31, 2023)**

---

- |   |                |                  |
|---|----------------|------------------|
| <input type="checkbox"/> Aldrich, Richard | Superintendent | ISD 701, Hibbing |
|---|----------------|------------------|



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Reviewed: \_\_\_\_\_*

## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member’s child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. “Veteran” has the meaning given in 38 U.S.C. § 101.

## IV. LEAVE ENTITLEMENT

### A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee's child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
  - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

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

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

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

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

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

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

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

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

leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave

under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

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

## **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

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

## **VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## **VII. DISSEMINATION OF POLICY**

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

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



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Reviewed: \_\_\_\_\_*

**414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

**I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

**III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
  3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
  6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
  8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying,

caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person

responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.

- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

## V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

**VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

**VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

**VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

***Cross References:*** Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Reviewed: \_\_\_\_\_*

**415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS**

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

**III. DEFINITIONS**

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or

emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

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

## VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

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

**Cross References:** Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
 Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
 Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 Policy 406 (Public and Private Personnel Data)

Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: January 25, 2021*

*Reviewed: \_\_\_\_\_*

## **506 STUDENT DISCIPLINE**

### **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. The position of the school district is 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.
  - 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. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
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; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and 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's 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 or the school district's Student Transportation Safety Policy;
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 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 are discriminatory, abusive, obscene, threatening, intimidating, 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. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. 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**

The general policy of the school district is 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. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;

- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

### **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. 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.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class an excessive number of times in a school year, the school district shall notify the parent or guardian of the student's 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.

C. **Procedures for removal of a student from a class:**

There are many reasons that a student may be removed from class. They include but are not limited to rules violations or the potential of a dangerous situation.

When a student is removed the **first time**, it will be documented by the teacher and the parent will be notified by the teacher. The student may also receive additional disciplinary action.

If a **second** removal occurs, the parent will be notified and a meeting will be held within 48 hours with the student, teacher, parent, and administration. During this meeting the teacher will explain his/her expectations for behavior. The student and parent will have the opportunity to ask any questions they may have with the goal being a solution to the behavioral problem.

If a **third** removal takes place, the student may be removed from the class, assigned study hall, and lose credit. Other solutions may be a class change or

alternative programming for the student. A parent meeting may also be held at the request of the teacher when removals have not occurred.

If a student receiving special education services is removed from a class, the above procedures will apply. In addition, the IEP team may need to meet to consider the adequacy of the IEP.

Students serving administratively determined consequences in the school suspension / intervention room / or other disciplinary locations will be ineligible from participating in after school activities, practices, and athletic contests.

- D. All students suspected of using/abusing chemicals will be referred to the building chemical abuse assessment team or appropriate team.
- E. The building team will create procedures for early interventions tied to violations of the code of student conduct. These interventions will include parent involvement, where appropriate.

## **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 where a student with a disability does not receive regular or special education instruction during that dismissal period.
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 student’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 which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school 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. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child’s IEP team,

including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.

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 student 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. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of

the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. 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 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 must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school 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, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, 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.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

## **XII. STUDENT DISCIPLINE RECORDS**

The policy of the school district is 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 eligible under the 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.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by

or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school 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 shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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 during the period of expulsion or exclusion.

#### **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. § 122A.42 (General Control of Schools)  
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. § 152.22 (Medical Cannabis; Definitions)  
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
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:** Policy 413 (Harassment and Violence)  
Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
Policy 501 (School Weapons)  
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
Policy 503 (Student Attendance)  
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
Policy 514 (Bullying Prohibition Policy)  
Policy 524 (Internet Acceptable Use and Safety Policy)  
Policy 525 (Violence Prevention)  
Policy 526 (Hazing Prohibition)  
Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
Policy 610 (Field Trips)  
Policy 709 (Student Transportation Safety Policy)  
Policy 711 (Video Recording on School Buses)  
Policy 712 (Video Surveillance Other Than on Buses)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Reviewed: \_\_\_\_\_*

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See Policy 506). The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

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

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

### **III. DEFINITIONS**

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

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
  2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the

primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct.

Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

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

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data.

The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See Policy 515) in the student handbook.

## VIII. NOTICE

- A. A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

***Cross References:*** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 413 (Harassment and Violence)  
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Policy 423 (Employee-Student Relationships)  
Policy 501 (School Weapons Policy)  
Policy 506 (Student Discipline)  
Policy 507 (Corporal Punishment)  
Policy 515 (Protection and Privacy of Pupil Records)  
Policy 521 (Student Disability Nondiscrimination)  
Policy 522 (Student Sex Nondiscrimination)  
Policy 524 (Internet Acceptable Use and Safety Policy)  
Policy 525 (Violence Prevention)  
Policy 526 (Hazing Prohibition)  
Policy 529 (Staff Notification of Violent Behavior by Students)  
Policy 709 (Student Transportation Safety Policy)  
Policy 711 (Video Recording on School Buses)  
Policy 712 (Video Surveillance Other Than on Buses)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Reviewed: \_\_\_\_\_*

**522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

**I. GENERAL STATEMENT OF POLICY**

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the school district's Title IX Coordinator.
- E. Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.
- F. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

**II. DEFINITIONS**

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. “Relevant questions” and “relevant evidence” are questions, documents,

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

- F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
  - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  - 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- J. "Title IX Personnel" means any person who addresses, works on, or assists with

the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### **III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

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

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments,

modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

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

#### **IV. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

#### **V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall

promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
  - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
  - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
  - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
  - 6. A copy of this policy.

## **VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

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

**VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

### **VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
  - 2. The respondent is no longer enrolled or employed by the school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

## **IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

## **X. DETERMINATION REGARDING RESPONSIBILITY**

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

to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
  - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
  - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of

the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
  - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
  - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or

circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
  - 1. The Title IX definition of sexual harassment;
  - 2. The scope of the school district's education program or activity;
  - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

#### **XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
  - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
  - 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

#### **XV. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
  - 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  - 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

**Cross References:** Policy 102 (Equal Educational Opportunity)  
Policy 413 (Harassment and Violence)  
Policy 506 (Student Discipline)

Policy 528 (Student Parental, Family, and Marital Status  
Nondiscrimination)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: January 25, 2021*

*Reviewed:*

## **616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY**

### **I. PURPOSE**

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and federal law.

### **II. GENERAL STATEMENT OF POLICY**

Implementation of the Minnesota Academic Standards and federal law will require a new level of accountability for the school district. The school district will establish a system to transition to the graduation requirements of the Minnesota Academic Standards. The school district also will establish a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

### **III. DEFINITIONS**

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

### **IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**

#### **A. School District Goals**

- 1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal

law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. The Advisory Committee will be established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5. All curricula are subject to review on a regular basis.

C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide

assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By November 1 of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:
  - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
  - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
  - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
  - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the

extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:

- a. The Director of Curriculum (or similar educational leader)
- b. Principal
- c. School Board Member
- d. Student Representative
- e. One teacher from each building or instructional level
- f. Two parents from each building or instructional level
- g. Two residents without school-aged children, non-representative of local business or industry
- h. Two residents representative of local business or industry
- i. District Assessment Coordinator (if different from “a.” above)

5. Translation services should be provided to the extent appropriate and practicable.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

1. Consistent with Minn. Stat. § 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world’s best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in

their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

***Legal References:***

Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.35 (Student Achievement Levels)  
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)  
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.04 (Site Decision Making Agreement)  
Minn. Stat. § 123B.147, Subd. 3 (Principals)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:***

Policy 104 (School District Mission Statement)  
Policy 601 (School District Curriculum and Instruction Goals)  
Policy 613 (Graduation Requirements)  
Policy 614 (School District Testing Plan and Procedure)  
Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
Policy 617 (School District Ensurance of Preparatory and High School Standards)  
Policy 618 (Assessment of Student Achievement)  
Policy 619 (Staff Development for Standards)  
Policy 620 (Credit for Learning)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Reviewed: \_\_\_\_\_*

## **806 CRISIS MANAGEMENT POLICY**

### **I. PURPOSE**

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, “school districts,” shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

### **II. GENERAL INFORMATION**

#### **A. The Policy and Plans**

The school district’s Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building’s specific situation and needs.

The school district’s administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

#### **B. Elements of the District Crisis Management Policy**

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation

procedures should also address transporting necessary medications for students that take medications during the school day.

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.
2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.
  3. School Emergency Response Teams
    - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.
    - b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the

emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

### III. PREPARATION BEFORE AN EMERGENCY

#### A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

#### B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the

public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.

4. Social/emotional recovery.

#### **IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation

- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

**V. MISCELLANEOUS PROCEDURES**

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10 mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)

Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)  
Minn. Rules Ch. 7511 (Fire Safety)  
20 U.S.C. § 1681, *et seq.* (Title IX)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

***Cross References:*** Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
Policy 413 (Harassment and Violence)  
Policy 501 (School Weapons Policy)  
Policy 506 (Student Discipline)  
Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
Policy 903 (Visitors to School District Buildings and Sites)  
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

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Revised: \_\_\_\_\_

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for ~~disabled~~ students with disabilities.
- B. The school district prohibits ~~the~~ harassment and discrimination of any individual ~~for any of the categories based on any of the protected classifications~~ listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- ~~C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).~~
- ~~D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).~~
- ~~CE.~~ This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- ~~DE.~~ Every school district employee shall be responsible for complying with this policy conscientiously.

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

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

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



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Schools  
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Revised: \_\_\_\_\_

## 406 PUBLIC AND PRIVATE PERSONNEL DATA

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is available accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data is are not public and are not available accessible to the subject.
- D. “Parking space leasing data” means the following government data on an application applicant for, or lease lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees ~~of the school district~~, applicants for employment, ~~or~~ volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted by an employee to the school district ~~by an employee~~ as part of an

organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted in electronic form by a school district acting as a by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the ~~federal~~ Family Educational Rights and Privacy Act, ~~and~~ employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

#### IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school district, is public:
  - 1. name;
  - 2. employee identification number, which may not be the employee’s Social Security number;
  - 3. actual gross salary;
  - 4. salary range;
  - 5. terms and conditions of employment relationship;
  - 6. contract fees;
  - 7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;
9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in [Minnesota Statutes, section § 13.43, subdivision. 2\(b\)](#), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on current and former applicants for employment by the school district is public:
1. veteran status;
  2. relevant test scores;
  3. rank on eligible list;
  4. job history;
  5. education and training; and
  6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they applicants are considered by the school board to be become finalists for an public employment position.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
    - a. name;
    - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
    - c. education and training;
    - d. employment history;
    - e. volunteer work;
    - f. awards and honors;
    - g. prior government service;

- h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section § 15.0597; and
    - i. veteran status.
  - 2. Once an individual is appointed to a public body, the following additional items of data are public:
    - a. residential address;
    - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
    - c. first and last dates of service on the public body;
    - d. the existence and status of any complaints or charges against an appointee; and
    - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
  - 3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section § 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section § 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:
  - ~~F.~~ ~~(1)~~ 1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
  - ~~(2)~~ 2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

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

## V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Section IV are private ~~and will only be shared with school district staff whose work requires such access. Private~~ data will not be otherwise released unless authorized by law ~~or by the employee's informed written consent.~~
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may be disseminated to labor organizations to the extent the ~~school district~~ responsible authority determines ~~it is~~ the dissemination is necessary for the labor organization to conduct ~~its business or when elections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the Bureau of Mediation Services BMS.~~
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if ~~the~~ its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section § 253B.07, subdivision 1; or
  - 3. a court, law enforcement agency, or prosecuting authority.

- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of ~~such~~ a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee ~~shall~~ does not have access to data that would identify the complainant or other witnesses if the ~~school district~~ responsible authority determines that the employee's access to that data would:
  1. threaten the personal safety of the complainant or a witness; or
  2. subject the complainant or witness to harassment.

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

- L. The school district ~~shall make any~~ must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or ~~the state board of education~~ the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section § 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~ license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section § 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development security for the purpose of administration of the unemployment insurance program under Minnesota Statutes Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing providing information to a parent, legal guardian, or custodian of a child ~~that an incident has occurred in accordance with MDE Screening Guidelines that may constitute~~

~~maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.~~

- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
  2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statute Chapter 13.

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

- P. ~~The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~
- Q. ~~Protected health information on employees is private unless otherwise provided and will not be disclosed except as permitted or required by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.~~
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or

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

- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or sexual abuse or when the Commissioner of the ~~Minnesota Department of Education (MDE)~~ makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section § 13.41, subdivision 5, and must provide ~~the Minnesota Professional Educator Licensing and Standards Board~~ and the licensing division at MDE with the necessary and relevant information to enable ~~the Minnesota Professional Educator Licensing and Standards Board~~ and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section § 123B.03, a school board or other school hiring authority must contact ~~the Minnesota Professional Educator Licensing and Standards Board~~ and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by Minnesota Statute Chapter 13, or any other state or federal law, the data are private.

## **VII. CHANGE IN CLASSIFICATIONS**

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

## **VIII. RESPONSIBLE AUTHORITY**

The school district has designated Dr. Noel Schmidt as the authority responsible for personnel data. If you have any questions, contact him.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

## IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

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

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

**Cross References:** Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
Policy 515 (Protection and Privacy of Pupil Records)  
[Policy 722 \(Public Data Requests\)](#)  
~~Service Manual, Chapter 13, School~~ Law Bulletin “I” (School Records – Privacy – Access to Data)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

Adopted: July 27, 2020

Revised: \_\_\_\_\_

## 413 HARASSMENT AND VIOLENCE

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment ~~that is~~ free from harassment and violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class. The school district prohibits any form of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class.

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

### III. DEFINITIONS

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means ~~any condition or characteristic that renders a person a disabled person. A disabled person is any person who:~~ with respect to an individual who
    - a. ~~has~~ a physical, ~~sensory~~, or mental impairment ~~which that~~ materially limits one or more major life activities of such individual;

- b. has a record of such an impairment; or
      - c. is regarded as having such an impairment.
  - 2. “Familial status” means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor’s legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  - 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  - 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  - 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  - 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  - 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
  - F. Sexual Harassment; Definition

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

G. Sexual Violence; Definition

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

Minnesota Statutes § section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, ~~whether that person is of the same sex or the opposite sex;~~
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct ~~which that~~ may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

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

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the [targets or victims and alleged perpetrators of harassment or violence](#), the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

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

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under [Minnesota Statute § 626.556 Chapter 260E](#) may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

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

**Cross References:** Policy 102 (Equal Educational Opportunity)  
Policy 401 (Equal Employment Opportunity)  
Policy 402 (Disability Nondiscrimination Policy)

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



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Revised: December 14, 2020*

*Revised: \_\_\_\_\_*

## **425 STAFF DEVELOPMENT AND MENTORING**

### **I. PURPOSE**

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

### **II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS**

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

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term\* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

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

1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term\* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

### **III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE**

- A. The Advisory Staff Development Committee will develop a Staff Development Plan ~~which~~ ~~that~~ will be reviewed and subject to approval by the school board twice a year.\*
- B. The Staff Development Plan must contain the following elements:
1. Staff development outcomes ~~which~~ ~~that~~ are consistent with the education outcomes as may be determined periodically by the school board;

**We see...**

- An educational environment designed to inspire passion and joy for everyone
- Collaborative educational experiences with immediate real-world applications
- Meaningful integration of community professionals into the daily education of students
- Adaptable learning spaces that will continually meet the needs of an ever-changing workforce

Everyone = [faculty, staff, parents, students, community, visitors, etc.]

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes section § 122A.187, Subd. 4;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
  - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
  - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
  - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

- d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
  - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
  - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
  - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
  - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
  - c. Maintain a strong subject matter focus premised on students' learning goals consistent [Minnesota Statutes section § 120B.125](#);
  - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
  - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
  - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
  - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
  - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

- e. Align with state and local academic standards;
  - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
  - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
  - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
  - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis\* the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

- ~~E F.~~ The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

#### IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice a year.\*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

#### V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for ~~violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts~~ programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. ~~In order~~ To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes section § 122A.61.

D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds, or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:

1. additional stipends as incentives to mentors of color or who are American Indian;
2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

## **VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS**

- A. On a yearly\* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.\*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

## VII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
  - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
  - 2. The report will provide a breakdown of expenditures for:
    - a. Curriculum development and curriculum training programs;
    - b. Staff development training models, workshops, and conferences; and
    - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- ~~B3.~~ The report will be signed by the superintendent and staff development chair.

- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

**Legal References:** Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.22, subd. 2 (Violence Prevention Education)  
Minn. Stat. § 122A.187, ~~Subd. 4 (Board to Issue Licenses;~~ Expiration and Renewal)  
Minn. Stat. § 122A.40, subds. 7, ~~and 7a~~ and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)  
Minn. Stat. § 122A.41, subds. 4, ~~and 4a~~ and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)  
Minn. Stat. § 122A.60 (Staff Development Program)  
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)  
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)  
Minn. Stat. § 123B.147, subd. 3 (Principals)  
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)  
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)  
Minn. Stat. § 126C.10, subds. 2 and 2b (General Education Revenue)  
Minn. Stat. § 126C.13, subd. 5 (General Education Levy and Aid)

**Cross References:** None.



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: \_\_\_\_\_*

## **501 SCHOOL WEAPONS POLICY**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

#### **A. “Weapon”**

1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, “combustible liquid” is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
  - 1. active licensed peace officers;
  - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
  - 3. persons authorized to carry a pistol under Minnesota Statute § section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statute § section 624.714 or 624.715 or other firearms in accordance with Minnesota Statute § section 97B.045;
  - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
  - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ Sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. a gun or knife show held on school property;
8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statute § section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

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

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

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

ED. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

**VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS**

A. Employees

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

B. Other Nonstudents

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

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

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

***Legal References:*** Minn. Stat. § 97B.045 (Transportation of Firearms)  
Minn. Stat. § 121A.05 (Referral to Police)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)  
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)

18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

***Cross References:*** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 506 (Student Discipline)  
Policy 525 (Violence Prevention)  
Policy 903 (Visitors to School District Buildings and Sites)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Revised: January 25, 2021*

**503 STUDENT ATTENDANCE**

**I. PURPOSE**

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

**II. GENERAL STATEMENT OF POLICY**

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's

responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, [Minnesota Statutes § section 120A.22](#), the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.

- (3) A death or funeral in the student's immediate family or of a close friend or relative.
- (4) Medical, dental, or orthodontic treatment, or a counseling appointment.
- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergency conditions such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within the same number of days the student was absent from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Vacations with family.
- (6) Personal trips to schools or colleges.
- (7) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, [Minnesota Statutes §§ sections 121A.40-121A.56](#).
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) Students with unexcused absences shall be subject to building discipline.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
- b. Excessive tardiness may result in consequences.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **III IV. DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **IV. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minnesota Statutes § section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes § section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes § section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes § section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to [Minnesota Statutes § section 120A.22](#) and parents or guardians who fail to meet this obligation may be subject to prosecution under [Minnesota Statutes § section 120A.34](#);
4. That this notification serves as the notification required by [Minnesota Statutes § section 120A.34](#);
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under [Minnesota Statutes Chapter 260C](#);
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to [Minnesota Statutes § section 260C.201](#); and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under [Minnesota Statutes Chapter 260A](#).

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)

Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
[Minn. Stat. § 120A.35 \(Absence from School for Religious Observance\)](#)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Board of Education*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Board of Education of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Board of Education of Township High School District No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. School District R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Board of Education*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

***Cross References:*** Policy 506 (Student Discipline)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: September 28, 2020*

*Revised: \_\_\_\_\_*

## **507 CORPORAL PUNISHMENT**

### **I. PURPOSE**

The purpose of this policy is to describe limitations on corporal punishment of students.

### **II. GENERAL STATEMENT OF POLICY**

No employee or agent of the school district or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term “corporal punishment” means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

### **III. EXCEPTIONS**

A teacher or school principal may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

### **IV. VIOLATION**

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

***Legal References:*** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)  
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

***Cross References:*** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
[Policy 414 \(Mandated Reporting of Child Neglect or Physical or Sexual Abuse\)](#)

Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Policy 506 (Student Discipline)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: \_\_\_\_\_*

## **515 PROTECTION AND PRIVACY OF PUPIL RECORDS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

#### **A. Authorized Representative**

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

#### **B. Biometric Record**

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

#### **C. Dates of Attendance**

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite,

videoconference, satellite, Internet, or other electronic communication and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

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

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

E. Education Records

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

2. What does not constitute an education record. The term “education records” does not include:

- a. Records of instructional personnel ~~which that are~~:
  - (1) ~~are kept~~ in the sole possession of the maker of the record; and
  - (2) ~~used only as a personal memory aid;~~
  - (3) ~~are~~ not accessible or revealed to any other individual except a ~~temporary~~ substitute teacher; and
  - (3) ~~are~~ destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
  - (1) maintained separately from education records;
  - (2) maintained solely for law enforcement purposes; and
  - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
  - (1) are made and maintained in the normal course of business;
  - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
  - (3) are not available for use for any other purpose.

However, ~~these provisions shall not apply to~~ records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, ~~which that~~ are:
  - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or

paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district that only contain information about an individual after ~~he or she~~ an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; ~~or~~
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

I. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

J. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other direct identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

L. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

M. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

N. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

O. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

#### IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

#### V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student’s privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that such

consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. Disabled Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality, privacy, notice, access, record keeping and accuracy of information related to students with a disability.

## VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

- a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
- a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
- a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under [Minnesota Statutes Chapter 256B](#) or Minnesota Care under [Minnesota Statutes Chapter 256L](#), which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and

- c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, [20 U.S.C. § 7917](#), and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under [Minnesota Statutes § section 260B.171](#), unless the data are required to be destroyed under [Minnesota Statutes § section 120A.22](#), [subdivision 7\(c\)](#) or [§ section 121A.75](#). On request, the school district will provide the parent or eligible student with a copy of the education records ~~which~~ that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
  
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to

personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action

taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student:

(1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under [Minnesota Statutes § section 260B.171](#), subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes § section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; ~~or~~

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; ~~;~~ or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

## VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to

the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## **VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
  - e. whether the data concerns medical, dental or other health services provided pursuant to [Minnesota Statutes §§ sections 144.341-144.347](#), in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member,

including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

### A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

### B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes ~~Chapter § 626.556~~ 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes ~~Chapter § 626.556, Subd. 11~~ 260E.

Regardless of whether a written report is made under Minnesota Statutes ~~Chapter § 626.556, Subd. 7~~ 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

### C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or ~~which~~ are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in [Minnesota Statutes § section 13.393](#).
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district

records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes § section 121A.40, *et seq.*

## **XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, building principal, in writing by October 1<sup>st</sup> each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### **B. Redisclosure Not Prohibited**

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student, ~~which~~ that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;

- c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
  3. The cost of providing copies shall be borne by the parent or eligible student.
  4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

**XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

**A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

**B. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of [Minnesota Statute Chapter 14](#) relating to contested cases.

## **XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means the superintendent of schools.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the ~~Family Policy Compliance Office~~ U.S. Department of Education, [Student Privacy Policy Office](#), 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

## **XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

### **B. Notification to Parents of Students Having a Primary Home Language Other Than English**

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the superintendent's office ~~of the superintendent~~.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.393 (Attorneys)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.75 (~~Sharing Disposition Order and Peace Officer Records Receipt of Records; Sharing~~)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
  - Minn. Stat. Ch. 256L (MinnesotaCare)
  - Minn. Stat. § 260B.171, subs. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - ~~Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)~~
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
  - 25 U.S.C. § 5304 (Definitions – Tribal Organization)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
42 U.S.C. § 1711 et seq. (Child Nutrition Act)  
42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)  
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273, ~~122 S.Ct. 2268, 153 L.Ed. 2d~~  
309 (2002)

***Cross References:*** Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Policy 417 (Chemical Use and Abuse)  
Policy 506 (Student Discipline)  
Policy 519 (Interviews of Students by Outside Agencies)  
Policy 520 (Student Surveys)  
Policy 711 (Video Recording on School Buses)  
Policy 722 (Public Data Requests)  
Policy 906 (Community Notification of Predatory Offenders)  
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “T” (School Records – Privacy – Access to Data)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: \_\_\_\_\_*

## **524 INTERNET ACCEPTABLE USE AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

### **II. GENERAL STATEMENT OF POLICY**

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### **III. LIMITED EDUCATIONAL PURPOSE**

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

### **IV. USE OF SYSTEM IS A PRIVILEGE**

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school

district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

## V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
    - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
  2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
  4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
  - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
  - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
    - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
    - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok”, ~~and~~ “Reddit,” and similar websites or applications.
  7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
  8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
  9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
  10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (~~Policy 514~~). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, ~~situations where the school district system is compromised or if a school district employee or student is negatively impacted~~ serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the

use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

## **VI. FILTER**

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - 1. Obscene;
  - 2. Child pornography; or
  - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
  - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
  - D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
  - E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

## **VII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

## **VIII. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statute Chapter 13 (the Minnesota Government Data Practices Act).

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

**IX. INTERNET USE AGREEMENT**

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

**X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

**XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, or servers.

- b. Information retrieved through school district computers, networks, or online resources.
  - c. Personal property used to access school district computers, networks, or online resources.
  - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
  6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by [Policy 406](#), Public and Private Personnel Data [Policy](#), and [Policy 515](#), Protection and Privacy of Pupil Records [Policy](#).
  7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
  8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## **XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

### **XIII. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

**Legal References:** [Minn. Stat. Ch. 13 \(Minnesota Government Data Practices Act\)](#)  
 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)  
 17 U.S.C. § 101 *et seq.* (Copyrights)  
[20 U.S.C. § 1232g \(Family Educational Rights and Privacy Act\)](#)  
 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))  
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 125B.15 (Internet Access for Students)  
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
[Mahanoy Area Sch. Dist. v. B.L., 594 U.S. \\_\\_\\_\\_\\_, 141 S. Ct. 2038 \(2021\)](#)  
[Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 \(1969\)](#)

*United States v. Amer. Library Assoc.*, 539 U.S. 194, ~~123 S.Ct. 2297~~, ~~56 L.Ed.2d 221~~ (2003)  
~~*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)~~  
~~*Sagehorn v. Indep. Sch. Dist. No. 728*, 122 F.Supp.2d 842 (D. Minn. 2015)~~  
~~*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, ~~No. 12-588~~, ~~2012 WL 3870868~~ ~~894 F.Supp.2d 1128~~ (D. Minn. 2012)~~  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)  
*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)  
~~*Kowalski v. Berkeley County Sch.*, 652 F.3d 565 (4<sup>th</sup> Cir. 2011)~~  
~~*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)~~  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)

**Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 406 (Public and Private Personnel Data)  
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
Policy 506 (Student Discipline)  
Policy 514 (Bullying Prohibition Policy)  
Policy 515 (Protection and Privacy of Pupil Records)  
Policy 519 (Interviews of Students by Outside Agencies)  
Policy 521 (Student Disability Nondiscrimination)  
Policy 522 (~~Student Sex Nondiscrimination~~ Title IX Sex Nondiscrimination Grievance Procedures and Process)  
Policy 603 (Curriculum Development)  
Policy 604 (Instructional Curriculum)  
Policy 606 (Textbooks and Instructional Materials)  
Policy 806 (Crisis Management Policy)  
Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



Rock Ridge Public  
Schools  
411 5<sup>th</sup> Avenue

*Adopted: July 27, 2020*

*Revised: December 14, 2020*

*Revised:*

**534 ~~UNPAID MEAL CHARGES~~ SCHOOL MEALS**

**I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

**II. PAYMENT OF MEALS**

- A. Students have use of a meal account. If the account reaches a negative balance, the student will continue to receive a meal and the account will continue to be charged the cost of the meal.
- B. If the school district receives school lunch aid under Minnesota Statute § section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- ~~E.~~ The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals.
- ~~F.~~ When a student has a negative account balance, the student will not be allowed to charge a snack item.

- EG.** If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### **III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins. A meal will not be taken away from a student with an overdrawn account.

### **IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district ~~may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.~~ will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

### **V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;
  2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may will post theis policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

**Legal References:** *Minn. Stat. § 123B.37 (Prohibited Fees)*  
Minn. Stat. § 124D.111, Subd. 4 (Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A  
*Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to Ricker)*