



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

Regular Meeting

Monday, August 22, 2022 at 6:00 PM

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

AGENDA

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
 1. Approval of August 8, 2022 regular meeting minutes. 5
 2. Payment of the bills. 8
 3. Approval of hire of Robert Kreegier for the Technology Specialist Level 1 position at a rate of \$21.72/hour effective as soon as possible.
 4. Approval of hire of Kirsten Dahl for the 7th Grade Volleyball Coach position with a stipend of \$3,105 effective August 15, 2022.
 5. Approval of hire of Dianna Hazelton for the 8th Grade Volleyball Coach position with a stipend of \$3,105 effective August 15, 2022.
 6. Approval of hire of Laurie Kuoppala for the C Team Volleyball Coach position at a stipend of \$3,821 effective August 15, 2022.
 7. Approval of hire of Melissa Lautigar for the JV Volleyball Coach position with a stipend of \$4,538 effective August 15, 2022.
 8. Approval of hire of Carrie Klakoski for the Assistant Volleyball Coach position with a stipend of \$4,538 effective August 15, 2022.
 9. Approval of hire of Holly Bachschneider for the Long Term Substitute Kindergarten Teacher position at a salary of \$45,085 (BA - Step A) effective August 30, 2022 through November 23, 2022.
 10. Approval of hire of Judy Dreffs-Strumbell for the 1.0 FTE Licensed 13

School Social Worker position at a salary of MA+18 (pending verification of additional credits) effective August 30, 2022 (pending MDE licensure approval).

11. Approval of volunteer Girls' Tennis Coaches for 2022-23 - Jim Prittinen, Ella Lamppa, Ava Fink.

12. Approval of volunteer Football Coach for 2022-23 - Dan Dosan.

13. Approval of hire of the following individuals for the Lunchroom/Playground Aide positions (Laurentian) at a rate of \$14.00/hour effective September 6, 2022: Denise Ryberg, April Stupca, Courtney Thelen, Cristy Litchy, and Brittany Burns (effective September 21, 2022).

14. Approval of hire of the following individuals for the Lunch/Playground Aide positions (Parkview) for the 2022-23 school year : Christy LeMmons, Colleen Larson, Peter Krasaway, Margaret Phillips, Robert Bakos, Peter Pozniak, and the following individuals for the Morning Playground Aide positions: Carrie Andrick and Amanda Schugg.

15. Approval of hire of the following individuals for the Lunchroom/Playground Aide positions (North Star) for the 2022-23 school year: Breanna Bridgewater, Amanda Reed, Roberta Rozinka.

16. Approval of hire of Stephanie Hurley for the Para Educator position at a rate of \$18.47/hour effective September 6, 2022.

17. Approval of hire of Kristie Intihar for the Para Educator position at a rate of \$18.47/hour effective September 6, 2022.

18. Approval of hire of Nancy Rebarich for the Para Educator position at a rate of \$18.47/hour effective September 6, 2022.

19. Approval of hire of Nicole Deloria for the Para Educator position at a rate of \$18.47/hour effective September 6, 2022.

20. Approval of hire of Nikki Sundt for the Para Educator position at a rate of \$18.47/hour effective September 6, 2022.

21. Approval of hire of Katie Niskanen for the Para Educator position at a rate of \$18.47/hour effective September 19, 2022.

22. Approval of hire of Markee Abernathey for the Para Educator position at a rate of \$18.47/hour effective September 19, 2022.

23. Approval of hire of Jamielee Glumack for the Para Educator position at a rate of \$18.47/hour effective September 19, 2022.

24. Acceptance of unpaid leave of absence for Cindy Lindfors following exhaustion of any accrued paid leave until date to be determined.

25. Acceptance of resignation of Jack Gritzmacher from the JV Speech Coach position effective August 8, 2022.

26. Approval of Jack Gritzmacher as a a volunteer Speech Coach for the 2022-2023 school year.

27. Acceptance of resignation of Mikayla Lutz from the Para Educator position effective August 9, 2022.

28. Acceptance of resignation of Brenda Kilpela from the Para Educator position effective August 9, 2022.

29. Acceptance of resignation of Michelle Lutz from the Para Educator position effective August 8, 2022.

30. Acceptance of resignation for the purpose of retirement of Linda Edstrom from the Para Educator position effective August 11, 2022.
 31. Acceptance of resignation of Jane Bernard from the Para Educator position effective August 11, 2022.
 32. Acceptance of resignation of Hayley Christianson from the Para Educator position effective August 12, 2022.
 33. Acceptance of resignation of Chrystal Olson from the Para Educator position effective August 15, 2022.
 34. Acceptance of resignation of Vivian Vasiljevic from the LPN/Para Educator/Driver position effective August 16, 2022.
 35. Acceptance of resignation of Katherine Witzman from the LPN/Para Educator position effective August 19, 2022.
 36. Approval of contract of Samantha Pappenfuss-Krage for position of Substance Abuse Prevention Grant Youth Group Leader during the 2021-2022 school year in the amount of \$4,000. 16
 37. Approval of overnight athletic trips for the 2022 fall season. 17
 38. Acceptance and appreciation of a grant in the amount of \$1,000 from the Northland Foundation awarded to Rock Ridge Public Schools - Parkview for K-2 Reading Progressions Continuation.
5. Reports:
1. Virginia Community Foundation update.
 2. Deep winter greenhouse presentation.
 3. Superintendent.
 1. Excess furniture sale at Gilbert on August 25 and 26, 10: 00 a.m. to 2:00 p.m.
 2. Start of the school year.
 3. Old records from schools.
6. Administration Items:
1. Consider approval of Lease Agreement between ISD 2909 Rock Ridge and Orthopedic Associates of Duluth, P.A. 18
 2. Consider approval of bid for the removal of artwork from the Gilbert campus. 31
 3. Consider approval of an option for the Gilbert campus building regarding utilities and winterizing it during the winter months. 33
 4. Consider approval of FY 2024 LTFM Documents for MN Department of Education. 37
 5. Consider approval of Facilities Use Agreement between the City of Virginia and ISD 2909 Rock Ridge for 2022-2025 with the stipulation that the contract agreement changes to a one-year agreement and the hours are changed from 500 to 350 and the dollar amount changed to \$62,500. 43
 6. Consider approval of Facilities Use Agreement between the City of Eveleth and ISD 2909 Rock Ridge for 2022-2023. 59
 7. Consider approval of Secondary School 2022-23 Student Handbook for Eveleth-Gilbert and Virginia. 67
 8. Consider approval of Elementary School 2022-23 Student Handbook for Parkview, Laurentian, and North Star Elementaries. 109
 9. Consideration to sell one diving board and fulcrum to Dave Setnicker for \$250 and to

also sell one diving board and fulcrum to Kyle Donnelly for \$250. Each party will be responsible for removing the diving board and fulcrum.

10. Consider approval of contract from KY Interpreter for sign language interpreting services from July 1, 2022-June 30, 2023. 133

11. Consider approval of Resolution Relating to the Election of School Board Members and Calling the School District General Election. 134

7. Meeting Announcements:

1. The next regular meeting will Monday, September 12, 2022 at 6:00 P.M. at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.

8. Closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(d), for the board to receive security briefings and reports; to discuss issues related to security systems; to discuss emergency response procedures; and to discuss recommendations regarding public services, infrastructure and facilities. The disclosure of this private security data would pose a danger to public safety and/or compromise security procedures and responses. During this closed session, the Board will be reviewing the safety and security information and plans to be used for each campus or school site, as well as District-wide safety and security procedures and recommendations for safety upgrades and training. Any voting related to the financial issues involved with the safety and security plans, if any, will take place during open session.

9. Adjournment.

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, AUGUST 8, 2022, 6:00 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

Members Present:

Bill Addy
Nicole Culbert-Dahl

Matt Sjoberg
Pollyann Sorcan

Brandi Lautigar
Stacey Scholz

John Uhan

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Willie Spelts, Director of School to
Work/Fundraising Coordinator
Spencer Aune, Business Manager
Mike Hoag, Maintenance Director
Bob Voss, Transportation Director

Members Absent:

Tim Riordan

Tom Tammaro

- I. VICE CHAIR ADDY called the regular meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **APPROVE AGENDA:**
 - A. Motion to **approve the agenda** made by SCHOLZ, seconded by SJOBERG.
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Visitor Richard Pierce's presentation was moved to 6.1 to allow for additional time. Visitor Laurel March spoke about the Gilbert campus.
- IV. **CONSENT AGENDA:**
 - A. Motion to **approve the Consent Agenda** made by LAUTIGAR, seconded by SCHOLZ.
 - B. ADDY added the hiring of Gena Flank (School Readiness Teacher, \$31.00/hour, effective August 30, 2022) to the agenda as Consent Agenda Item 4.25.
 - C. LAUTIGAR **amended her motion to include 4.25**. Motion passed unanimously.
 1. Approval of July 11, 2022 regular meeting minutes.
 2. Approval of July 25, 2022 special meeting minutes.
 3. Payment of the bills.
 4. Approval of hire of Sondra Mosher for the Homebound Para Educator at a rate of \$18.47/hour schedule TBD (6.25 hours/week).
 5. Approval of hire of Amy Kvaternik for the Head Volleyball Coach position with a stipend of \$6,687 effective August 15, 2022.
 6. Approval of hire of Dylan Niemi for the Junior High Girls' Tennis Coach position with a stipend of \$3,105 effective August 15, 2022.
 7. Approval of hire of Isabella Axelson for the School Readiness Teacher position at a rate of \$31.00/hour effective August 30, 2022, pending Tier 1 teaching license approval.
 8. Approval of transfer of LaDonna Muster for the School Readiness Teacher position at a rate of \$31.00/hour effective August 30, 2022, pending out of field placement for early childhood.
 9. Approval of hire of Lynn Mershon for the Part-Time Bus Driver position at a rate of \$23.64/hour effective September 1, 2022.
 10. Approval of hire of Kassie Strand for the Assistant Varsity Girls' Hockey Coach position with a stipend of \$5,015 effective October 31, 2022.
 11. Approval of hire of Paula Dundas for the Head Varsity Softball Coach position with a stipend of \$5,732 effective March 13, 2023.
 12. Approval of volunteer coach for the 2022-2023 school year - Steve Manninen, Cross Country.

13. Acceptance of rescission of resignation of Steven Begich from the Para Educator position effective July 11, 2022.
14. Acceptance of resignation of Ashley Dietz from the ECFE Aide position effective July 11, 2022.
15. Acceptance of resignation of Jessica Salo from the Para Educator position effective July 25, 2022.
16. Acceptance of resignation of Glenn Harju from the Part-Time Bus Driver position effective August 1, 2022.
17. Acceptance of resignation of Bryan Carey from the Secondary Teacher position effective August 15, 2022.
18. Approval of lane change for Anthony Norland from MA+10 to MA+18 effective for the 2022-2023 school year.
19. Approval of lane change for Tara Peshel from MA+10 to MA+18 effective for the 2022-2023 school year.
20. Approval of lane change for Rebekah Deedrick from MA+10 to MA+18 effective for the 2022-2023 school year.
21. Acceptance and appreciation of a donation from Allison Kreibich in the amount of \$4,500 for the #RockRidgeRising Campaign - Varsity Baseball Scoreboard (2nd year payment).
22. Acceptance and appreciation of a donation from Brian and Sally Maki in the amount of \$100 for the #RockRidgeRising Campaign in honor of the VHS Class of 1978.
23. Acceptance and appreciation of a donation from Mark and Julie Spiering in the amount of \$500 for the #RockRidgeRising Campaign.
24. Acceptance and appreciation of a donation from Virginia Community Foundation in the amount of \$5,000 for the #RockRidgeRising Campaign - Aquatic Center Scoreboard.
25. Approval of hire of Gena Flank for the School Readiness Teacher position at a rate of \$31.00/hour effective August 30, 2022.

V. **REPORTS:**

- A. Willie Spelts provided a fundraising update.
- B. Paul Metsa was a guest and spoke about being an alumni of Virginia schools and his recent tour of the old and new facilities.
- C. John Saaristo, from Fulcrum Visions, showed the board what he created after 3-D scanning the Manual Arts Building and the Roosevelt.
- D. Supt. Schmidt informed the board that a working session would be needed to discuss Strategic Planning and arranged for it to be scheduled prior to the August 22 regular meeting.

VI. **FUND 5 CAPITAL UPDATE:**

- A. Spencer Aune provided an overview of the Fund 5 balance.

VII. **VISITOR INPUT:** Richard Pierce discussed the potential future of the vacated Gilbert campus.

VIII. **ADMINISTRATION ITEMS:**

- A. Information and costs to keep utilities operational at the Gilbert campus over winter were discussed. No vote was taken. Board wanted information on any possible ramifications of backing out of the approved demo bid for the Gilbert science wing.
- B. Motion to **approve the purchase of three (3) school buses from Hoglund Bus Company and one suburban from Waschke Family Chevrolet** made by UHAN, seconded by SCHOLZ. Motion passed unanimously.
- C. Motion to **approve the contract between Rock Ridge Public Schools and the potential new owners of Brown Transportation contingent upon changes being made to the contract per Rock Ridge's attorney's suggestions and the successful sale of Brown Transportation** made by LAUTIGAR, seconded by SCHOLZ. Motion passed unanimously.

- D. Motion to **approve the contract salary changes of Cassandra Hainey, PCN Grant Coordinator, from \$46,000 annually to \$56,000 annually retroactive to July 1, 2022 through June 30, 2024** made by SCHOLZ, seconded by UHAN. Motion passed 6-1 with SORCAN voting NO.
- E. Motion to **approve the letter to be sent to our Minnesota politicians encouraging the completion of unfinished business of the 2022 regular legislative session** made by SJOBERG, seconded by LAUTIGAR. Motion passed 6-1 with SORCAN voting NO.
- F. Motion to **approve the offer from Essentia Health Virginia Regional Foundation to remove and purchase various weight room equipment located on the Gilbert Campus for \$10,000** made by LAUTIGAR, seconded by SCHOLZ. Motion passed 6-1 with SORCAN voting NO.
- G. Motion to **approve the Request for Proposal for professionally removing all valuable art pieces from the Gilbert School building and moving them into district storage** made by SCHOLZ, seconded by UHAN. Motion passed unanimously.

IX. **MEETING ANNOUNCEMENTS** were made.

X. **CLOSED SESSION:**

- A. Motion to **enter into closed session for preliminary consideration of allegations against an individual who is subject to the Board’s Authority pursuant to Minn. Stat. 13D.05, subd. 2(b)** made by ADDY, seconded by LAUTIGAR. Motion passed unanimously.
- B. Board went into closed session at 9:11 P.M.
- C. Regular meeting reopened at 10:46 P.M.
- D. Motion to **move forward with items discussed in closed session** made by SCHOLZ, seconded by SJOBERG. Motion passed 6-1 with SORCAN voting NO.

XI. **ADJOURNMENT:** Meeting adjourned at 10:49 P.M.

CHAIR - TIM RIORDAN

CLERK – BRANDI LAUTIGAR

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	8208	5260		EVELETH FLORAL		Check
				E 01	302 280 000 000 435	42739 Grad 2022 Roses and Wristlets	\$320.00
				E 01	302 280 000 000 435	42431 Top 10 Percent Smartie bouquets	\$90.00
				E 01	302 280 000 000 435	42740 Grad 2022 Decorations	\$260.00
							Paid Amt: \$907.00
							Check Amount: \$907.00
PO#: 3961		Voucher #:		14546	Invoice	Invoice No: 63022	
2909	1	8209	5390		FERGUSON ENTERPRISES LLC #1657		Check
				E 01	302 810 000 000 401	plumber parts	\$40.47
							Paid Amt: \$40.47
							Check Amount: \$40.47
PO#: 4001		Voucher #:		14557	Invoice	Invoice No: 9479825	
2909	1	8210	1577		FORUM COMMUNICATIONS COMPANY		Check
				E 01	005 105 000 000 380	HS Science Teacher Employment Ad for Dulut	\$409.38
							Paid Amt: \$409.38
							Check Amount: \$409.38
PO#: 3969		Voucher #:		14545	Invoice	Invoice No: 89842-1	
2909	1	8211	6090		GRANDE ACE HARDWARE		Check
				E 05	302 865 000 369 350	parts for boiler	\$469.08
							Paid Amt: \$469.08
							Check Amount: \$469.08
PO#: 3996		Voucher #:		14564	Invoice	Invoice No: 181528	
				E 01	101 810 000 000 401	plumber parts Franklin	\$34.33
							Paid Amt: \$34.33
							Check Amount: \$34.33
PO#: 3995		Voucher #:		14565	Invoice	Invoice No: 182045	
				E 01	302 810 000 000 401	parts	\$34.93
							Paid Amt: \$34.93
							Check Amount: \$34.93
PO#: 3994		Voucher #:		14566	Invoice	Invoice No: 181574	
				E 01	302 810 000 000 401	plumber parts	\$24.22
							Paid Amt: \$24.22
							Check Amount: \$24.22
PO#: 3993		Voucher #:		14567	Invoice	Invoice No: 182292	
				E 03	005 760 000 720 401	push lawn mowers	\$1,598.00
							Paid Amt: \$1,598.00
							Check Amount: \$2,160.56
PO#: 3990		Voucher #:		14569	Invoice	Invoice No: 181841	
2909	1	8212	6550		HENDRICKSON LARRY		Check
				E 01	302 810 000 000 401	Boiler work /Electrical	\$1,050.00
							Paid Amt: \$1,050.00
							Check Amount: \$1,050.00
PO#: 3989		Voucher #:		14570	Invoice	Invoice No: 80222	
2909	1	8213	8890		L & M SUPPLY INC		Check
				E 01	302 810 000 000 401	supplies for grounds	\$43.93
							Paid Amt: \$43.93
							Check Amount: \$43.93
PO#: 4007		Voucher #:		14562	Invoice	Invoice No: 9471780	
				E 01	302 810 000 000 401	plumbing supplies	\$7.99
							Paid Amt: \$7.99
							Check Amount: \$51.92
PO#: 4005		Voucher #:		14560	Invoice	Invoice No: 9462811	

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	8221	10790	E	MN DEPT OF LABOR & INDUSTRY		Check
				05	301 865 000 369 350	8/18/2022	Paid Amt: \$100.00
				05	302 865 000 369 350 boiler license	8/18/2022	Paid Amt: \$110.00
							Paid Amt: \$110.00
							Check Amount: \$210.00
2909	1	8222	10800	E	MN ENERGY RESOURCES CORP		Check
				01	100 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$165.00
				01	101 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$198.02
				01	101 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$23.04
				01	302 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$18.00
				01	302 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$276.82
				01	302 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$53.44
				01	302 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$1,705.67
				01	302 810 000 000 440 UTILITIES	8/18/2022	Paid Amt: \$58.00
							Check Amount: \$2,497.99
2909	1	8223	10900	E	MIN TELECOMMUNICATIONS		Check
				01	005 605 000 311 320 TECH	8/18/2022	Paid Amt: \$2,865.00
							Check Amount: \$2,865.00
2909	1	8224	11290	B	NATIONAL INSURANCE SERVICES OF WI		Check
				01	215 003 LIFE INSURANCE	8/18/2022	Paid Amt: \$940.83
				01	215 004 LTD INSURANCE	8/18/2022	Paid Amt: \$1,710.57
							Check Amount: \$1,710.57
							Check Amount: \$2,651.40
2909	1	8225	11420	E	NELSON-COLLIE ELECTRIC INC		Check
				06	100 870 000 000 520 ELECTRICAL	8/18/2022	Paid Amt: \$25,740.00
							Check Amount: \$25,740.00

Highly experienced and passionate social worker with a strong background operating in high-pressure and fast-paced environments to deliver comprehensive psychosocial evaluations. Analyze diverse data compilations and engage elite teams of professionals to improve patient care delivery. Foster strategic internal relationships and coordinate internal team transitions. Assess mental health needs and allocate care resources. Demonstrate advanced proficiency utilizing medical expertise to produce world-class patient care. **Areas of Expertise Include:**

- Healthcare Leadership
- Trauma Care Improvement
- Information and Data Compilation
- Mental Health Care
- Relationship Building
- Team Leadership and Training
- Social Work Leadership
- Project Management
- Risk Mitigation

Professional Experience

Cobalt Blue Counseling • Eveleth, MN • 2017 to Current

THERAPIST/OWNER

Establish the business and obtain credentialing for most all insurances. Coordinate and maintain updated delivery of therapy care for clients. Complete diagnostic assessment; establish treatment planning with client individualistic collaboration at the center of care.

Essentia Health-Virginia • Virginia, MN • 2018 to 2022

SOCIAL WORKER

Collaborating with other members of the health care team; responsibility for completing the psychosocial assessment, identifying equipment needs, support for education, and/or knowing about financial needs of patients. Participating in patient's transition from leaving a medical setting to supporting a seamless community return. Responsible for providing social work for all age ranges, knowledge of community resources and linking these together for patient care. Many opportunities for dynamic and creative problem solving to community barriers for the patient community. Support in the emergency room identifying point of care needs for patients of very level of psychosocial support need. Provide mental health and chemical dependency resources for patients who return to community settings. Integrating with behavioral health through Essentia, continuing care recommendations for patients who laterally transfer to our facility. Help link patients with community. Participate in adult protection multidisciplinary team, work with children, mental health and adult St Louis County Social services (North).

Fairview Range Medical Center • Hibbing, MN • 2004 to 2018

SOCIAL WORKER

Spearhead dynamic client evaluations to improve medical health and maximize customer satisfaction. Serve as primary community resources and personally perform quality psychological assessments to bolster care quality. Maintain personal understanding of laws governing prenatal exposure and general social work. Ensure appropriate documentation and highest levels of team performance. Handle diverse areas of care including Acute Care, OB, ICU and emergency room.

Key Accomplishments:

- Achieved recognition for producing highest levels of customer service and increasing satisfaction.
- Served as the emergency rooms first social worker and engaged with physicians to drive care delivery.
- Effectively lead high-functioning coalitions of professionals and supervise team-training initiatives.
- Developed the role of social work in the emergency room, support for all patients integrating and transitioning patients return to community or higher level care needs.

Kind Mind Counseling • Hibbing, MN • 2015 to 2016

THERAPIST

Streamlined quality mental health diagnoses via diagnostic assessment. Established individual treatment plans to bolster client recovery and maximize care success rate. Maintained strategic therapeutic relationships with clients and managed key treatment plans. Analyzed existing therapy strategies and evolved process functions.

Mesabi Family YMCA • Virginia, MN • 2002 to 2004

EXECUTIVE DIRECTOR

Collaborated closely with team leaders and executive managers to roll out quality performance standards and staff development efforts. Actively optimized community event organization and liaised with program participants and members to ensure highest client satisfaction.

Key Accomplishments:

- Successfully managed all administrative efforts and directed complete establishment operation including program and facility improvement and new process integration.
- Maintained strong relationships with Board of Directors and volunteers to maximize financial solvency.

Education and Certifications

Licensed Independent Clinical Social Worker | Minnesota Board of Social Work

Master of Social Work | University of Minnesota

Bachelor of Science In Education | Central Michigan University
Eye Movement Desensitized Reprocessing Certified | Alpha Stim Certified
Multidisciplinary Studies Trauma Certified, University of Minnesota
State of Minnesota Teaching License | Short Term Substitute
Accelerated Resolution Therapy (ART) certification in process

Membership Affiliation

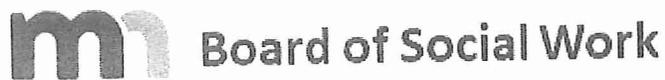
Minnesota Clinical Social Work Society

National Association of Social Work

Essentia Hospital and Community Relationships Participation

340 B Team Member
Emergency Room Group Member
Iron Range Mental Health Task Force
St Louis County Adult Protection Community Team Member

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Name	Dreffe-Strumbell, Judy Ann	Issued	Feb 3, 2016
Type	6233 - Licensed Independent Clinical Social Worker	Last Renewed	Feb 1, 2021
Status	Active	Expiration	Jan 31, 2023

Licensing Supervisor

Type	Status	Effective Date
Clinical & Non-Clinical	Active	01/30/2012

Public Actions

Date	Action Type	Discipline Type(s)	Statutory Citation(s)
<i>No items to display</i>			

This information is valid as of: Thursday, January 7, 2021 7:04:48 AM. The licensure data on this website is provided and controlled by the Minnesota Board of Social Work. Licensure information is updated as changes to status occur, is secure and considered primary source for verification of a Minnesota license.

#14091595

**Rock Ridge Public Schools
Substance Abuse Prevention Grant Youth Group Leader
Description and Contract**

- **Leader** will ensure that the Rock Ridge PCN campaign youth group activities reflect the mission and vision of the campaign.
- **Leader** will ensure that the Rock Ridge PCN campaign youth group meet twice a month during the school year, once per month over the summer break. Meeting attendance will be tracked and submitted to the PCN Grant Coordinator.
- **Leader** will assist planning at least one ATOD event with substance prevention messages.
- **Leader** must participate with their youth group at the Youth Leadership Academy (YLA). The Leader must also require that each youth be a member of the youth group in order to attend the annual two day Youth Leadership Academy (YLA) hosted by the grant. In 2022 due to COVID, a local alternative will be planned.
- **Leader** will be part of the CAPE Coalition as part of the youth committee.
- **Leader** is appointed by the PNC Grant Coordinator and members of the CAPE Coalition. The term contract is one year. Payment will be given by the end of the grant year (June 30th 2022). If for any reason the youth group leader cannot or does not complete requirements, a meeting will be held with the PNC Coordinator, CAPE coordinator, and the Youth Group Leader to determine the appropriate partial pay for the amount of completion that will take place of the full payment amount.
 - \$4000: Full year/completed all leader requirements for one youth group.

I, _____, hereby accept the role of _____
Positive Community Norms Grant Youth Group Leader.

Signature: _____

Date: _____

OVERNIGHT/OUT OF STATE ATHLETIC TRIPS - FALL 2022

SPORT	LEAVE	RETURN	EVENT	STUDENTS	WHO PAYS COSTS?	BUS/SUB.	SUPER(S)
G.Tennis	8/23/22	8/24/22	Litchfield/ Willmar	24	School/Transportation; Boosters/Lodging	Bus	Coaches
G.Tennis	8/26/22	8/27/22	St. Francis	24	School/Transportation; Boosters/Lodging	Bus	Coaches
Volleyball	9/9/22	9/10/22	Apple Valley Invite	16	School/Transportation; Boosters/Lodging	Bus	Coaches
Volleyball	9/30/22	10/1/22	Centennial Invite	16	School/Transportation; Boosters/Lodging	Bus	Coaches
Footbal	8/26/22	8/27/22	Mendota Heights	50	School/Transportation; Boosters/Lodging	Bus	Coaches
CC	#####	#####	U of M	30	School/Transportation; Boosters/Lodging	Bus	Coaches

LEASE AGREEMENT

This Lease Agreement (hereinafter “**Lease**”) is made by and between Independent School District No. 2909, Rock Ridge, a political subdivision of the state of Minnesota (hereinafter “**District**” or “**Lessor**”), and Orthopedic Associates of Duluth, P.A., a professional association of physicians organized under the laws of the state of Minnesota (hereinafter “**OAD**” or “**Lessee**”).

WHEREAS, the District is the owner of real property located at 1405 Progress Parkway, Virginia, MN 55734 (the “**Land**”), on which is located the Rock Ridge Public Schools Administration Building (the “**Building**”); and,

WHEREAS, OAD wishes to improve a portion of the Building as more clearly defined below through a construction project at its sole cost, and to lease the premises as office and educational programming space; and

WHEREAS, the Parties are willing to enter into a Lease upon such terms and conditions as are expressed herein.

NOW, THEREFORE, Lessor and Lessee hereby covenant and agree as follows:

1. **Leased Premises.** Subject to, and upon the terms, provisions, and conditions hereinafter set forth, Lessor does hereby lease and demise unto Lessee, the portion of the Building and all real property described herein, and in the attached Exhibit A (“**Leased Premises**” or “**Premises**”). The Leased Premises consist of approximately 7,782 rentable square feet. Beginning on the Commencement Date and throughout the Lease Term, Lessee will have right to occupy and use the Leased Premises for the purposes contemplated in this Lease.
2. **Term of the Lease.** The term of this Lease shall commence as of the date of substantial completion of the Project (as defined below) (the “**Commencement Date**”), and shall continue for a term of two hundred forty months. Lessee shall have the right to extend the Term of the Lease for five (5) additional periods of five (5) years beginning immediately following the end of the initial Term (the “**Extended Term**”) subject to the following terms and conditions:
 - (a) Lessee shall give written notice to Lessor of the exercise of Lessee’s right to extend the Term of this Lease no later than six (6) months prior to the commencement of the Extended Term, time being of the essence (the “**Renewal Notice**”). If no such Renewal Notice is timely given, this Lease shall terminate as of the end of the initial Term; and
 - (b) The extension of the Term hereunder for the Extended Term shall be on the same terms and conditions as are applicable to the initial Term; provided, however, Lessee shall pay Base Rent to Lessor in monthly installments during the Extended Term at the Market Rent (as defined below). Within ten (10) days following receipt of Lessee’s Renewal Notice, Lessor shall notify Lessee of Lessor’s determination of the Market Rent for the Extended Term (“**Lessor’s Market Rent Determination**”). If Lessee disagrees with Lessor’s Market Rent Determination for the Extended Term, the parties shall negotiate in good faith for a period of twenty (20) days following receipt by Lessee of Lessor’s Market Rent Determination as to the Base Rent payable during the Extended Term. If the parties are unable to agree in writing on the Base Rent payable during the Extended Term within said twenty (20) day period, the parties shall agree upon a real estate appraiser, who has no prejudicial interest in the dispute or the parties, who shall serve as an arbitrator of the dispute, and whose determination shall be binding. The arbitrator’s fees

shall be shared by the parties on an equal basis. Lessee shall have the right to rescind the giving of the Renewal Notice by giving written notice of rescission to Lessor no later than five (5) days following the end of said twenty (20) day period or a determination by an arbitrator, if applicable, time being of the essence (the “**Rescission Notice**”), in which event the giving of the Renewal Notice shall be deemed rescinded and this Lease shall expire as of the end of the then current Term. In the event such Rescission Notice is not timely given, the Renewal Notice shall remain in full force and effect and the Base Rent payable during the Extended Term shall be as set forth in Lessor’s Market Rent Determination or as determined by the arbitrator, if applicable.

3. **Programming in Lieu of Rent.** Lessee shall provide Programming to Lessor, as described in Paragraph 6, in lieu of paying rent for the use of the Leased Premises.

4. **Construction.**

A. Lessee agrees to construct renovations to the Leased Premises for the purpose of adding improvements in the Leased Premises (the “**Project**”), at its sole cost. The Project is estimated to be substantially completed on or before June 1, 2023. The Project will consist of the renovation and/or construction and equipping of the Leased Premises and related facilities for use as an orthopedic medical clinic and educational facilities for Lessee. All plans, drawings, specifications, construction schedules, and all other decisions concerning the Project (collectively, the “**Plans and Specifications**”) shall be approved in advance by Lessor, with such approval shall not be unreasonably withheld, conditioned or delayed. Lessee expressly agrees to bear the sole responsibility to ensure that the Project and its construction will conform to all applicable governmental laws, statutes, ordinances, rules and regulations including building, fire, life, and safety codes, as such are required or imposed by any applicable governmental authority (collectively, the “**Applicable Regulations**”).

B. Notwithstanding the foregoing, Lessee acknowledges and agrees that it shall be Lessee’s sole and exclusive responsibility to review the Plans and Specifications prior to commencement of construction of the Project to ensure that all Applicable Regulations have been incorporated into such Plans and Specifications and that the Leased Premises following the completion of the Project will be adequate for Lessee’s full operation from and after the completion of the Project. All costs arising out of or relating to the failure of the Project to comply with any Applicable Regulation that was not included in the Plans and Specifications as approved by Lessee shall be the sole and exclusive responsibility of Lessee. The Commencement Date of the Lease shall not be delayed due to a failure of the Leased Premises to comply with any Applicable Regulation that was not included in the Plans and Specifications approved by Lessee. Rather, Lessee shall take possession of the Leased Premises and in such event, the Lease Term shall commence, and any necessary repairs to the Leased Premises shall be made after such commencement.

C. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

5. **Purpose and Use.**

A. The Leased Premises shall be used by Lessee for the purpose of providing medical treatment and orthopedic services, as well as the educational Programming outlined below.

- B. The Leased Premises shall be used and occupied by Lessee so as not to contravene any present or future laws in force or any other provisions hereof.
- C. In addition to the Leased Premises, Lessee shall have the right of non-exclusive use, in common with others, of (i) all unrestricted automobile parking areas, driveways and walkways, and (ii) loading facilities, freight elevators and other facilities as may be constructed in the Building and designated by Lessor as being for the use in common of the tenants and occupants of the Building (the “**Common Areas**”), all to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as promulgated from time to time by Lessor.

6. Programming. Lessee, including its directors, officers, employees, agents, and representatives, shall provide learning sessions, workshops, job shadowing, and other educational programming (“**Programming**”) to Lessor’s students in accordance with this paragraph.

- A. **Provision of Programming.** OAD must complete all Programming during the District’s regular school year of each year during the term of this Lease, or during the summer as agreed by the parties. OAD shall provide a minimum of 200 hours (including learning sessions, workshops and/or job shadowing) to students during each regular school year. If any individual Programming event is cancelled or otherwise does not occur, OAD will attempt in good faith to reschedule the event before the end of the regular school year.
- B. **Scheduling and Coordination.** The content, length, date, and time of the learning sessions and/or workshops shall be discussed and agreed to by the Parties. The Parties agree to assign one of their employees to communicate, schedule, and coordinate the Programming (“**OAD Coordinator**” or “**District Coordinator**”). The OAD Coordinator shall provide the District Coordinator with a schedule of all planned Programming at least thirty (30) days before the first day of any month in which Programming is scheduled to occur.
- C. **Reports.** The OAD Coordinator shall provide a yearly report (“**Report**”) that accounts for the total number of learning sessions or workshops provided and the total number of job shadowing hours provided to the District’s students. OAD shall submit the Report to the District Coordinator no later than the last day of the regular school year during each year during the term of this Lease.

7. Lessee’s Obligations.

- A. Lessee shall maintain and clean the Leased Premises and shall otherwise clean any mess or clutter created by Lessee in all other areas to which it has access.
- B. Lessee shall be responsible for removing trash and recycling material from the Leased Premises and depositing those items within the receptacles provided by the Lessor for pickup.
- C. Lessee shall be responsible for all damage arising out of its use of the Leased Premises, ordinary wear and tear excepted. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, the Lessor may, but shall not be required to, commence or complete said repairs, and the Lessee shall pay the cost thereof to the Lessor upon demand.

- D. Lessee shall be responsible for arranging and paying for its own telephone, internet, cable services, and/or other services necessary to make use of the Leased Premises for the uses outlined herein.
- E. At the expiration of the Term of the Lease, the Lessee shall return the Leased Premises to as good a condition as the Leased Premises were in as of the commencement of the Term of this Lease, subject only to reasonable wear and tear. Lessee shall also remove all equipment that is the property of Lessee.

8. Maintenance.

- A. Lessor shall maintain in good order, condition and repair, and replace when necessary, all structural components, roofing, walls, windows, gutters, downspouts, heating, ventilation, air conditioning, electrical, water, sewage, plumbing and mechanical systems of the Leased Premises.
- B. Lessor shall maintain in good order, condition and repair, and replace when necessary, and keep the Common Areas of the Building in compliance with all applicable laws throughout the Term of the. Lessor's obligations with respect to the Common Areas shall include, but in no way be limited to repairing and replacing paving, keeping the Common Area drained, free of snow, ice, water, rubbish and other obstructions, and in a neat, clean, orderly, and sanitary condition; keeping the Common Area and such other areas suitably lighted maintaining signs, markers, painted lines; maintaining adequate roadways, entrances and exits and landscaped areas.

9. Lessor Property. Lessee acknowledges that this Lease does not grant Lessee unfettered access to Lessor's building, rooms, hallways, tools, equipment, furniture, or fixtures outside of the Leased Premises. Lessee shall not use, borrow, or take any Lessor tools or equipment without express prior authorization from Lessor. Lessee agrees that the use of all corridors, lobbies, hallways, elevators, restrooms, entryways, parking areas and landscaped areas in and around the Building, by the Lessee or Lessee's employees, visitors or invitees, shall be subject to such consistently applied, reasonable rules and regulations as may from time to time be promulgated by Lessor for the safety, comfort and convenience of the tenants, occupants and invitees of said Building.

10. Taxes, Utilities, and Assessments. In the event any real estate taxes are assessed or charged by any government authority on or against the Leased Premises, the Building and/or any other property, including the Land, owned by Lessor due or owing to Lessee's Lease and use of the property, Lessee shall pay, as rent, all of such real estate taxes on a pro rata basis. Lessee shall pay, in annual installments, any special assessments chargeable to the Leased Premises, the Building, or the Land now levied or hereafter levied during the Lease Term by any governmental or quasi-governmental entity with authority to levy assessments. Any installment of real estate taxes and assessments as are assessed herein that are due and payable in the year of termination of this Lease shall be paid for that year in full by Lessee on or before such termination. Lessee shall have the right, in its or Lessor's name, or both, but at Lessee's own cost and expense, to contest the validity of any real estate taxes or assessments, by appropriate proceedings timely instituted, provided Lessee shall (i) give Lessor written notice of Lessee's intention to do so, (ii) diligently prosecute any such contest, (iii) and effectively stay or prevent any official or judicial sale of the Leased Premises under execution or otherwise satisfy any final judgment enforcing any tax or assessment so contested. Lessor shall, upon request of Lessee, cooperate fully with Lessee in any such proceedings, provided, however, Lessor shall not be liable for any expense in connection

therewith and that Lessee shall indemnify Lessor against the same and all losses that may result therefrom. Lessee shall be responsible for the cost of all utilities and services for the Leased Premises, including heating, cooling, and electricity. Lessee shall be responsible for internet access and telephone services that are to be directly billed to Lessee and shall not be considered the responsibility of Lessor.

11. Insurance.

- A. Lessor shall, at its expense, maintain Causes of Loss – Special Form property insurance covering the full replacement cost of all buildings and improvements situated on the Leased Premises, subject to customary deductibles. Lessor, at its expense, shall also maintain commercial general liability insurance applicable to the Leased Premises providing, on an occurrence basis, a minimum combined single limit of not less than \$2,000,000. Lessor shall provide Lessee with certificates of such insurance prior to the earlier to occur of the Commencement Date or the date Lessee is provided with possession of the Premises.
- B. Lessee shall, at its own cost, maintain liability insurance covering all acts of Lessee, its employees, agents, representatives and guests on, about, or within the Leased Premises or Lessor's property in amounts at least equal to the liability limits set forth in Minnesota Statute section 466.04, and adjusted as appropriate to reflect changes in the statutory limit.
- C. Lessee shall, at its own cost, maintain property damage liability insurance covering all leasehold improvements installed by Lessee, Lessee's fixtures and equipment in amounts at least equal to the replacement values thereof.
- D. Lessor shall be named as an "additional insured" on any insurance maintained by Lessee that relates to the Leased Premises or its use.
- E. Lessee must maintain Workers' Compensation insurance in compliance with all applicable statutes.
- F. All insurance required to be maintained by Lessee under this Lease shall be secured through valid and enforceable policies issued by a reputable insurance company or companies authorized to do business in the State of Minnesota. Not less than 10 days prior to the Commencement Date of the Term, Lessee shall deliver to Lessor certificates of all insurance required to be maintained hereunder. Lessee shall immediately notify Lessor of any changes in coverage or policy status for the policies required to be maintained under this Lease.
- G. Failure of Lessor or Lessee to keep in force and effect the insurance required herein shall constitute a default under the Lease. All insurance required under this section shall have a provision which states that the insurance may not be canceled except upon thirty (30) days' written notice to Lessor.
- H. Each policy of insurance authorized or required of Lessee under this Lease shall contain a clause or endorsement under which the insurer waives all right of subrogation against Lessor, its officers, directors, managers, agents and employees with respect to losses payable under such policy, and Lessee hereby waives all right of recovery it might otherwise have against Lessor, its officers, directors, managers, agents and employees,

for any loss or injury which is covered by such a policy of insurance (to the extent covered by such insurance), notwithstanding that such loss or injury may result from the negligence or fault of Lessor, its agents or employees. The failure of a party to insure its property shall not void this waiver.

12. **Indemnity.** Lessee agrees to indemnify, defend and hold Lessor and its directors, officers, employees, agents, and representatives harmless from and against any and all claims, actions, liability, and damages of every kind and nature, and from and against all costs and expenses, including reasonable attorney's fees, to the extent proximately caused by the negligence or intentional act of Lessee, its agents, employees, licensees, or invitees, in or about the Leased Premises. In the event of any action or proceeding brought against Lessor, by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel satisfactory to Lessor. To the extent allowed under Minnesota law, Lessor agrees to indemnify, defend and hold Lessee and its directors, officers, employees, agents, and representatives harmless from and against any and all claims, actions, liability, and damages of every kind and nature, and from and against all costs and expenses, including reasonable attorney's fees, to the extent proximately caused by the negligence or intentional act of Lessor, its agents, employees, licensees, or invitees, in or about the Building.
13. **Non-liability of Lessor.** Except in the event of negligence or an intentional act by Lessor, its agents, employees, or contractors, or their failure to reasonably repair the cause of any interruption of any utilities or service, Lessor shall not be liable for any loss or damage resulting from or caused by any failure to furnish heat, electricity, water, gas, air conditioning or sprinkler system, nor for any consequential damage arising from interruption of any utility or services. Except as specifically provided in this Lease with respect to the Project, Lessee accepts the Leased Premises (including after completion of the Project) "AS IS," and with all faults and any failure of the Leased Premises to comply with any safety, security, building or fire code, including, but not limited to, the Americans with Disabilities Act. Lessee further agrees that any such fault or failure shall not constitute either negligence or willful misconduct of Lessor or its directors, managers, members, agents, and employees, nor a breach of this Lease. Except to the extent interrupted for non-payment by Lessee of utilities paid directly by Lessee or by the negligence or willful misconduct by Lessee, Lessor shall use reasonable efforts to restore any interruption of any utilities or services serving the Leased Premises as soon as practicable.
14. **Assignment and Subletting.** Lessee may not assign, sublease, or transfer its interest in this Lease or in the Leased Premises, or any part of portion thereof, during the Term of this Lease without prior consent from Lessor, which shall not be unreasonably withheld, conditioned or delayed. Lessor acknowledges that Lessee will be subleasing a portion of the Leased Premises to Choice Therapy during the Term and hereby consents to the same.
15. **Default.**
 - A. Should any voluntary or involuntary petition in bankruptcy be filed by or against Lessee, Lessor may, by written notice to Lessee, immediately terminate this Lease and terminate Lessee's right to possession of the Leased Premises. If Lessee does not voluntarily quit the Premises upon receipt of notice of termination, Lessor may, in its discretion, recover sole possession of the Leased Premises in an eviction (unlawful detainer) proceeding, and recover from Lessee all attorney's fees, costs, and expenses relating to such proceeding. In addition, Lessor shall be entitled to recover actual damages and other claims arising prior to the date of termination, and reasonable attorney's fees.

- B. If Lessee defaults in the provisions of Programming, as described in Paragraph 6, and such default continues for thirty (30) days after Lessor's written notice thereof to Lessee, or Lessee defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after Lessor's written notice thereof to Lessee, or if Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed for the property of Lessee, or if Lessee abandons the Leased Premises, then, and in any such event, Lessor may by written notice to Lessee, immediately terminate this Lease and terminate Lessee's right to possession of the Leased Premises. If Lessee does not voluntarily quit the Premises upon receipt of notice of termination, Lessor may, in its discretion, recover sole possession of the Premises in an eviction (unlawful detainer) proceeding, and recover from Lessee reasonable attorney's fees, costs, and expenses relating to such proceeding. In addition, Lessor shall be entitled to recover all damages and pursue all claims arising prior to the date of termination, including without limitation all rent due through the end of the month of termination, damages, and attorney's fees.
- C. If Lessor fails to observe or perform any of the obligations required to be observed or performed by Lessor hereunder, within thirty (30) days after Lessee gives Lessor written notice of such default, Lessee may by written notice to Lessor immediately terminate this Lease and have no further duties or obligations hereunder.
- D. Failure of Lessor to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein, shall not be a waiver or relinquishment of such for the future. The acquiescence by Lessor of Lessee's breach in any of the terms, covenants or conditions of this Lease shall not be deemed to have waived any provision of this Lease unless in writing signed by Lessor.
- E. If any default in this Lease of Lessee can be cured by the expenditure of money, Lessor may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default after ninety (90) days' written notice to Lessee, charge the cost to Lessee and Lessee shall pay the same forthwith. Any amounts paid by Lessor to cure default of Lessee shall, for purposes of Lessor's remedies, be construed as rent due.
- F. Lessee shall promptly pay to Lessor, upon request, an amount equal to any reasonable cost incurred by Lessor in repairing the Leased Premises where such repairs were made necessary by the negligence of, or misuse by, Lessee, its directors, agents, customers, employees, or invitees ("**Lessee's Parties**") and Lessee has failed to make the necessary repairs after ninety (90) days' written notice from Lessor to Lessee.

16. Right of Entry. Lessor and its employees or agents shall have the right, without any diminution of rent, or other charges payable hereunder by Lessee, to enter the Leased Premises at all reasonable times and upon reasonable notice of not less than forty-eight hours except in the case of an emergency, for the purpose of inspection, cleaning, repairing, altering or improving the same or the Leased Premises, but nothing contained in this provision shall be construed so as to impose any obligation on Lessor to make any repairs, alterations, or improvements.

17. Use by Lessee. Lessee agrees to comply with all laws, ordinances, orders, rules, and regulations promulgated by all government agencies which relate to the use, condition, or occupancy of the Leased Premises by Lessee. Lessee warrants that it will abide by Lessor's workplace policies and the Leased Premises will remain alcohol and tobacco free. Lessee shall

not make any alterations or improvements to the Leased Premises without prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations and improvements to the Leased Premises and fixtures shall become the property of Lessor.

18. **Safety and Security.** Lessee is solely responsible for the safety and security of its employees, guests, and invitees while they are on the Leased Premises. The Lessee is also responsible for maintaining security of the Building as well as the confidentiality of any door codes, keys, entry devices and the like used to gain access into the Leased Premises.

19. **Hazardous Substances.** In connection with Lessee's business, Lessee may bring upon, keep, and use in and about the Leased Premises ordinary amounts of Hazardous Materials so long as the same is used, stored and disposed of in accordance with all applicable Environmental Laws. Lessee shall be responsible for and shall indemnify Lessor against any Environmental Damages arising out of the presence of any Hazardous Materials existing on, under or migrating from the Leased Premises due to Lessee's use of Hazardous Materials on the Leased Premises at any time.

To the best of its knowledge, Lessor represents and warrants to Lessee that the Leased Premises and any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Premises or otherwise within the Leased Premises to date has been in compliance with all applicable Environmental Laws. Lessor further represents and warrants to Lessee that to Lessor's knowledge no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on or migrated to or from the Premises to date, and that the buildings, soil, ground water, indoor air and soil gas on, in or under the Premises are free of Hazardous Materials as of the Commencement Date and delivery of occupancy to Lessee.

The term "**Hazardous Materials**" shall include any hazardous, toxic, or radioactive substances, materials or wastes, pollutants, or contaminants as defined, listed, or regulated by any federal, state, or local law, regulation, or order, or by common law decision applicable to the Premises, including, without limitation, per- and polyfluoroalkyl substances, petroleum and derivatives thereof, asbestos and asbestos-containing materials, PCBs, urea formaldehyde, pesticides, herbicides, fertilizers, natural gas liquids, lead and lead-based paints and materials, flammable or explosive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores, radon, and any other agriculture chemicals. As used in this Lease, the term "**Environmental Damages**" means (i) all claims, judgments, damages, penalties, fines, costs, liabilities and losses; and (ii) all sums paid for settlement of claims, and reasonable attorneys', consultant's and experts' fees. As used in this Lease, the term "**Environmental Law**" shall mean any applicable federal, state or local law, rule, regulation or ordinance relating to pollution or protection of the environment.

Medical waste must be handled, stored, and disposed of by Lessee in full compliance with all laws, regulations and licenses and in accordance with the customary practices of the medical profession. No medical waste will be disposed of in the refuse collection and disposal system for the Building, and Lessee will be responsible, at Lessee's cost, for the collection, storage, removal, and disposal of medical waste generated from the Leased Premises. Notwithstanding anything herein to the contrary, typical medical waste and normal quantities and use of those other materials customarily used in the conduct of medical or dental clinic activities, such as copier fluids and cleaning supplies may be used and stored at the Leased Premises without Lessor's prior written consent, provided that Lessee's activities at or about the Leased Premises and Building and the handling by Lessee of all hazardous materials shall comply at all times with applicable environmental laws and the requirements of this Lease.

20. **Signs.** Lessee agrees that no exterior or interior window or door sign, advertising media, or window or door lettering or placards or other signs or advertising materials shall be installed, erected, attached or affixed to the Land or any portion of the interior or exterior of the Leased Premises or the Building, without the express prior written consent of Lessor, which consent shall not be unreasonably withheld.
21. **Compliance with Laws.** Lessee shall abide by all federal, state, and local laws and regulations. Lessee agrees not to discriminate on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability. Lessee will comply with all anti-discrimination policies as required by Minnesota Statutes section 181.59, as amended.
22. **Surrender.** Upon the expiration of this Lease or on the effective date of any earlier termination of this Lease, Lessee must peaceably surrender the Leased Premises in its current order and condition. In the event that Lessee fails to remove any personal property from the Leased Premises before the end of the term of this Lease or before the effective date of the termination of this Lease, the property will be deemed to have been abandoned and the Lessor, at its sole discretion, may elect to have the property removed at Lessee's expense. In the event that the Lessee damages the Leased Premises at any time, including but not limited to the removal of personal property from the Leased Premises, Lessee must repair the Leased Premises at its own expense.
23. **Holding Over.** In the event Lessee remains in possession of the Leased Premises after the expiration of this Lease or the effective date of any earlier termination of this Lease, Lessee will be deemed to be occupying the premises from month to month, subject to all the conditions, provisions, and obligations of this Lease, except that Lessee must pay rent to Lessor in an amount that is the prevailing market rate, as reasonably determined by Lessor. This paragraph does not abrogate or in any way limit any other rights Lessor has under this Lease, including, but not limited to, Lessor's right to immediately terminate this Lease; Lessor's right to declare Lessee's rights to be forfeited; and Lessor's right to enter and reclaim the Leased Premises, with or without process of law, by using such force as is necessary to remove all persons and personal property from the Leased Premises.
24. **Force Majeure.** In the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations, riots, insurrections, terrorism; the action, failure to act, or default of the other party; the condemnation of the property; war; or other reason beyond the control of the parties, then performance of such act shall be excused for the period of the delay. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall have the right to terminate this Lease, provided it gives written notice thereof to Lessor within 60 days after such damage or destruction, unless such fire, damage, or destruction is proved to be the fault of Lessee.
25. **Notice.** All notices or requests under this Lease shall be in writing and given by certified mail. Notice to Lessor shall be addressed to Rock Ridge Public Schools, 1405 Progress Parkway, Virginia MN 55792. Notice to Lessee shall be addressed to the address of the Leased Premises or to any subsequent address, which Lessee may designate to Lessor from time to time in writing. Properly addressed notices or letters sent by certified mail shall be deemed given and served when they have been deposited with the US Postal Service or any common carrier services or other reasonable entity that provides a signed receipt of delivery.

26. **Successors.** It is agreed that the covenants, terms and conditions of this Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties.
27. **Relationship of the Parties.** This Lease does not create the relationship of principal and agent, partnership, joint venture, or any other association between Lessor and Lessee.
28. **Amendment or Modifications.** No modification, release, discharge, amendment or waiver of any provisions hereof shall be of any force, effect or value, unless in writing signed by Lessor, Lessee, or their respective authorized agents or attorneys.
29. **Severability.** If any term, condition, or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Lease and all terms, provisions and conditions hereof shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.
30. **Construction of Lease.** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. The Parties hereby agree that this Lease fully complies with Minnesota Statutes section 123B.51, as amended.
31. **Entire Agreement.** This Lease shall constitute the entire agreement relating to the Lease and construction of the Leased Premises between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.
32. **Lessor's Default.** Lessor shall not be deemed to be in default under this Lease until Lessee has given Lessor written notice specifying the nature of the default and Lessor does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.
33. **Memorandum of Lease.** Lessor and Lessee hereby agree, contemporaneously with the execution of this Lease, to execute a short form of Memorandum of Lease, in form suitable for recording under the laws of the State of Minnesota, in form agreed upon by the parties. Lessee shall have the right to file the Memorandum of Lease of record in the county in which the Premises is located.
34. **Restoration.** If at any time during the Lease Term the Premises is damaged by a fire or other casualty, Lessor shall notify Lessee within thirty (30) days after such damage as to the amount of time Lessor reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed six (6) months, Lessee may elect to terminate this Lease upon notice to Lessor given no later than thirty (30) days after Lessor's notice. If Lessee does not elect to terminate this Lease or if Lessor estimates that restoration will take six (6) months or less, then Lessor shall promptly restore the Premises and improvements thereto. Notwithstanding the foregoing, either party may terminate this Lease if the Premises is damaged during the last year of the Lease Term and Lessor reasonably estimates that it will take more than two (2) months to repair such damage. In addition, if any restoration is not actually completed within six (6) months after the date of such damage, Lessee shall have the option to terminate this Lease upon written notice to Lessor.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto caused these presents to be validly executed in their respective names, as of the day and year first above-written.

LESSOR:

INDEPENDENT SCHOOL DISTRICT NO. 2909, ROCK RIDGE PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____

LESSEE:

ORTHOPEDIC ASSOCIATES OF DULUTH, P.A.

By: _____
Name: _____
Title: _____

75710737 v3

Exhibit A

Depiction of the Premises

Addy Enterprises Inc

08-17-2022

6883 Willow Rd.

Virginia, MN 55792

Anthony Addy

218-780-3230

Bid to remove Gilbert School Artwork to a location to be determined.

The following items will be removed and relocated:

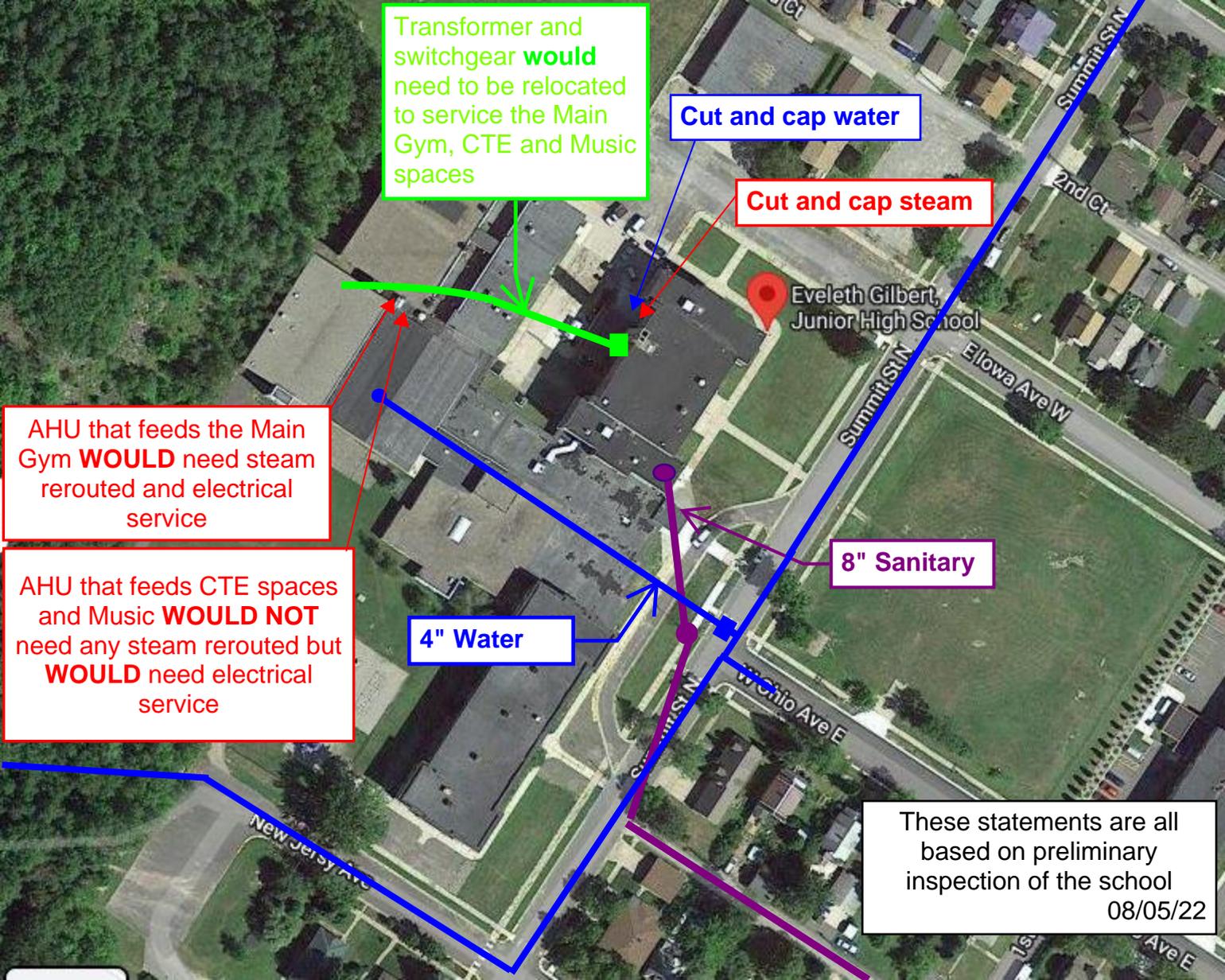
- 8 Pictures: 4 in office
- 4 on the wall of the auditorium
- 2 Statues: 6'4" tall each on pedestal in auditorium
- 4 Busts: Located in the Hall on the main floor
- 1 original stage Curtin located in the attic of the auditorium
- 1 WW picture: Paneled picture of WWI – II. Names of Service men and women

Possible removal: The two 5 paneled pictures titled Cantoria Frieze above the double doors are all one piece and will have to be explored more to determine if it can be removed. Picture is 16 feet long and is made of plaster. If these can be removed safely and in one piece AEI will revise this bid with the approval of the School Board or Dr. Noel Schmidt to include the cost of removal.

Cost for removal of artwork (does not include the Cantoria Frieze 16-foot-long picture) \$750.00.

Signature of person accepting bid	Date

Contractors signature	Date



Transformer and switchgear **would** need to be relocated to service the Main Gym, CTE and Music spaces

Cut and cap water

Cut and cap steam

Eveleth Gilbert, Junior High School

AHU that feeds the Main Gym **WOULD** need steam rerouted and electrical service

AHU that feeds CTE spaces and Music **WOULD NOT** need any steam rerouted but **WOULD** need electrical service

4" Water

8" Sanitary

These statements are all based on preliminary inspection of the school
08/05/22

Estimated costs to keep utilities running at Gilbert building

Upfront costs

Note: All Estimates are rough estimates

Electrical

1) To move electrical service from current location to alternate location. Rough estimate from Home Town Electric is from \$80,000 to \$100,000.

2) To move steam utilities and condensate return including any pumps/Materials will be up to \$50,000.

3) There will be additional costs once teardown is complete. Rough cost to winterize buildings \$70,000.

- A) Insulation on exposed wall.
- B) weather tight access to existing fan room.
- C) Temporarily boiler repairs such as replacing or plugging tubes.
- D) Cost of all utilities to operate the Gilbert building over the Winter.
(could be comparable to last year because of fuel increases.)

Total Upfront Costs: \$200,000 - \$220,000

Longer term costs

4. Rough cost to keep Gilbert buildings heated over the winter \$150,000 not including items listed above in # 3.

Total Probable Costs to keep utilities running in Gilbert buildings for next 12 months: \$350,000 - \$370,000.

Here is a preliminary cost breakdown estimate of the total cost it would be for the Gilbert Campus Base Bid (Old Science Wing) at this point in time if the school board cancels the demolition portion of the project.

- \$107,406 Abatement (VCI Full Contract Amount)
- \$ 14,500 Keller Fence (Full Contract Amount)
- \$ 50,000 Construction Manager Costs-To-Date (KA)
- \$ 58,389 Demo Contractor Costs-To-Date (Rachel)
- **\$230,295** ***Total Costs if Demo is Canceled***

Total bid for Demolition accepted by School Board: \$353,876

Note: If the school board decides (now) not to demolish the science wing of the Gilbert building, the taxpayers will incur (probably) additional demolition costs in the future because of inflation and additional construction manager cost (because project will need to be re-started.)

Abatement will be completed August 25 and temporary fencing is being installed August 22.



Fiscal Year (FY) 2024 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

General Information: Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2021, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2022. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
----------------------------------	---------------------------	-----------------

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2024 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2024 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.411, subd. 3[2021]).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2021]). ***The district’s ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – Must be signed by Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
--	--	-------

		Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413		Projects Only		ED - 02478-08	
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statute							
District Info.		Enter Information					
District Name:							
District Number:							
District Contact Name:							
Contact Phone#							
Expenditure Categories							
		2030		2031		2032	
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.							
Finance Code		Category (1)					
347		Physical Hazards					
		\$10,000		\$10,000		\$10,000	
349		Other Hazardous Materials					
		\$0		\$0		\$0	
352		Environmental Health and Safety Management					
		\$15,000		\$15,000		\$15,000	
358		Asbestos Removal and Encapsulation					
		\$3,000		\$3,000		\$3,000	
363		Fire Safety					
		\$25,000		\$25,000		\$25,000	
366		Indoor Air Quality					
		\$7,000		\$7,000		\$7,000	
		Total Health and Safety Capital Projects					
		\$60,000		\$60,000		\$60,000	
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year							
Finance Code		Category (2)					
358		Asbestos Removal and Encapsulation					
		\$0		\$0		\$0	
363		Fire Safety					
		\$0		\$0		\$0	
366		Indoor Air Quality					
		\$0		\$0		\$0	
		Total Health and Safety Capital Projects \$100,000 or More					
		\$0		\$0		\$0	
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151							
Finance Code		Category (3)					
355		Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.					
		\$0		\$0		\$0	
		Total Remodeling for Approved Voluntary Pre-K Projects					
		\$0		\$0		\$0	
Accessibility							
Finance Code		Category (4)					
367		Accessibility					
		\$0		\$0		\$0	
		Total Accessibility Projects					
		\$0		\$0		\$0	
Deferred Capital Expenditures and Maintenance Projects							
Finance Code		Category (5)					
368		Building Envelope					
		\$50,000		\$50,000		\$50,000	
369		Building Hardware and Equipment					
		\$50,000		\$50,000		\$50,000	
370		Electrical					
		\$15,000		\$15,000		\$15,000	
379		Interior Surfaces					
		\$0		\$0		\$0	
380		Mechanical Systems					
		\$5,000		\$5,000		\$5,000	
381		Plumbing					
		\$5,000		\$5,000		\$5,000	
382		Professional Services and Salary					
		\$0		\$0		\$0	
383		Roof Systems					
		\$0		\$0		\$200,000	
384		Site Projects					
		\$0		\$50,000		\$0	
		Total Deferred Capital Expense and Maintenance					
		\$125,000		\$175,000		\$325,000	
		Total Annual 10-Year Plan Expenditures					
		\$185,000		\$235,000		\$385,000	

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022										
2909 <= Type in School District Number														
ROCK RIDGE PUBLIC SCHOOLS														
				Change only if requiring levy adjustments	Payable 2022 LLC Certification	Current Estimate								
<i>Calculations for Ten Year Projection</i>				Pay 22										
	LLC#	FY2022	FY2023	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	
1		Type your district number in cell A2 (Minneapolis = 1.2)												
2		Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b												
3		Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33												
4		Look-up data from following tabs												
5		Initial Formula Revenue												
6	Current year APU	57	2,681.60	2,711.95	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)			2,711.95	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	
7	District average building age (uncapped)	451	80.84	78.33	79.33	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	
9	Building age ratio = (Lesser of 1 or (7) / 35)	452		1.00000	1.00000	0.42857	0.45714	0.48571	0.51429	0.54286	0.57143	0.60000	0.62857	
10	Initial revenue = (6) * (8) * (9)	453	1,019,008	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
11	Added revenue for Eligible H&S Projects > \$100,000 / site													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702												
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756												
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701												
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755												
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab													
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue													
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767												
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	455												
19	Total additional revenue for eligible H&S projects > \$100,000 / site (12) - (13) + (14) - (15) + (17) + (18)	456												
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	768												
20b	Pay as you go for projects approved for Pre-K remodeling	457												
20c	Total Pre-K revenue													
20d	Total New Law Revenue (10) + (19) + (20c)	458		1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022										
2909 <= Type in School District Number														
ROCK RIDGE PUBLIC SCHOOLS			Change only if requiring levy adjustments	Payable 2022 LLC Certification	Current Estimate									
<i>Calculations for Ten Year Projection</i>				Pay 22										
		LLC#	FY2022	FY2023	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Old Formula revenue														
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2024)	459	24,575	-	-	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	701	-	-	-	-	-	-	-	-	-	-	-	-
23	Debt Excess allocated to line 22		-	-	-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	765	-	-	-	-	-	-	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	766	-	-	-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	460	-	-	-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2023)	463	-	-	-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	767	-	-	-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	769	-	-	-	-	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))	466	-	173,565	169,435	72,615	77,456	82,297	87,138	91,979	96,820	101,661	106,502	
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	467	196,197	173,565	169,435	72,615	77,456	82,297	87,138	91,979	96,820	101,661	106,502	
30	Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]	468	1,019,008	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	469	-	-	-	-	-	-	-	-	-	-	-	-
32	District LTFM Revenue (30) - (31)	470	1,019,008	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	471	-	-	-	-	-	-	-	-	-	-	-	-
34	Grand Total LTFM Revenue (32) + (33)	472	1,019,008	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
Aid and Levy Shares of Total Revenue														
35	For ANTC & APU, three year prior date		2020	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
36	Three year prior Ag Modified ANTC	33	13,209,406	13,209,406	14,269,289	14,840,061	15,433,663	16,051,010	16,693,050	17,360,772	18,055,203	18,777,411	19,528,508	
37	Three year prior Adjusted PU (New Weights)	54	2,888.15	2,868.79	2,771.39	2,701.22	2,711.95	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	2,647.43	
38	ANTC / APU = (36) / (37)	474	4,573.66	4,604.52	5,148.78	5,493.83	5,690.98	6,062.87	6,305.39	6,557.60	6,819.91	7,092.70	7,376.41	
39	State average ANTC / APU with ag value adjustment	475	9,596.79	9,596.79	10,491.16	11,673.33	12,421.51	12,918.00	13,435.00	13,972.00	14,531.00	15,112.00	15,716.00	
40	Equalizing Factor = 123% of (39)	476	11,804.05	11,804.05	12,904.13	14,358.20	15,278.46	15,889.14	16,525.05	17,185.56	17,873.13	18,587.76	19,330.68	
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	477	38.75%	39.01%	39.90%	38.26%	37.25%	38.16%	38.16%	38.16%	38.16%	38.16%	38.16%	
42	State (aid) share of Equalized Revenue (1 - (41))	478	61.25%	60.99%	60.10%	61.74%	62.75%	61.84%	61.84%	61.84%	61.84%	61.84%	61.84%	
43	Equalized Revenue (lesser of (34) or (6) * (8))	473	1,019,008	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
44	Initial LTFM State Aid (42) * (43)	479	624,178	628,549	604,617	266,182	288,592	302,188	319,967	337,738	355,515	373,287	391,055	
45	Old formula Grandfathered Alternative Facilities Aid	481	-	-	-	-	-	-	-	-	-	-	-	
46	Total LTFM State Aid (Greater of (44) or (45))	482	624,178	628,549	604,617	266,182	288,592	302,188	319,967	337,738	355,515	373,287	391,055	
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	485	394,830	401,994	401,405	164,970	171,304	186,452	197,415	208,389	219,355	230,326	241,302	
Debt Service Portion of Revenue (non-grandfather districts)														
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	765+766+767+768	-	-	-	-	-	-	-	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	769	-	-	-	-	-	-	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05		-	-	-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	770	-	-	-	-	-	-	-	-	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	486	-	-	-	-	-	-	-	-	-	-	-	-
53	Debt Service Aid = (52) * (42)	488	-	-	-	-	-	-	-	-	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)	489	-	-	-	-	-	-	-	-	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	490	-	-	-	-	-	-	-	-	-	-	-	-
General Fund Portion of Revenue (non-grandfather districts)														
56	Total General Fund Revenue = (34) - (51)	491	-	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
58	General Fund Equalized Revenue = (43) - (52)	492	-	1,030,542	1,006,022	431,152	459,896	488,639	517,383	546,126	574,870	603,613	632,357	
59	Total General Fund Aid = (46) - (53)	493	-	628,549	604,617	266,182	288,592	302,188	319,967	337,738	355,515	373,287	391,055	
60	General Fund Equalized Levy = (58) * (41)	494	-	401,994	401,405	164,970	171,304	186,452	197,415	208,389	219,355	230,326	241,302	
61	General Fund Unequalized Levy = (57) - (58)	495	-	0	0	-	-	-	-	-	-	-	-	
62	Total General Fund Levy = (60) + (61)	496	-	401,994	401,405	164,970	171,304	186,452	197,415	208,389	219,355	230,326	241,302	

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022									
2909	<= Type in School District Number												
	ROCK RIDGE PUBLIC SCHOOLS		Change only if requiring levy adjustments	Payable 2022 LLC Certification	Current Estimate								
<i>Calculations for Ten Year Projection</i>		Pay 22											
	LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Notes:													
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.													
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.													
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.													

FACILITIES USE AGREEMENT

BETWEEN

THE CITY OF VIRGINIA

OWNER

AND

INDEPENDENT SCHOOL DISTRICT NO. 2909,

ROCK RIDGE PUBLIC SCHOOLS

USER

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FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between The City of Virginia, Minnesota, a municipal corporation, ("**Owner**") and The Virginia Amateur Hockey Association, a Minnesota nonprofit corporation and 501(c)(3) organization recognized by the Internal Revenue Service ("**User**").

Article 1 DATA SHEET AND DEFINITIONS

Certain terms in this Agreement are as defined below:

A. **Annual Rental Rates**

2022/2023	\$89,900.00
2023/2024	\$91,670.00
2024/2025	\$94,420.00

B. **Commencement Date:** _____.

C. **Owner's Mailing Address** for Notices and Address for Rent Payments:

327 1st Street South
Virginia, MN 55792
Attn: Britt See-Benes, City Administrator

D. **Premises:** Portions of that certain building known as the Miner's Event and Convention Center Building having a street address of 919 West 6th Street South, Virginia, Minnesota 55792 (the "**Building**"). The portions of the building that are utilized by User are limited to the arena, the lobby, and the locker rooms. User's occupancy of the Premises shall not be exclusive. The timing and nature of User's occupancy shall be agreed upon by User's Scheduling Coordinator communicating with Owner's Director of Parks and Recreation.

E. **Term:** Three Years.

F. **Renewal Term** One Year Increments.

G. User's Mailing Address for Notices: 411 South 5th Ave
Virginia, MN 55792

H. **Security Deposit:** None.

I. **Owner's Statutory Authority:** Minnesota Statutes Chapter, 412 and
City Charter for City of Virginia

J. **Statutory Citation for Governmental Program** Owner operates a governmental program of youth hockey programming in cooperation with User, a nonprofit organization, pursuant to Minnesota Statutes, sections 471.15, 471.16, and 412.221, subd 32. This Agreement is being executed to carry out the Owner's program of youth hockey programming.

Article 2
GRANT OF USE

In consideration of the mutual, dependent covenants and agreements hereinafter set forth, Owner does hereby demise and agree to allow User to use facility and User hereby agrees to usage as prescribed from Owner the Premises for the Term set forth below. This Agreement does not grant the right to operate any concessions on the Premises, which rights are reserved to Owner.

Article 3
TERM

Commencement Date and Term. The Term of this Agreement shall begin on the Commencement Date and shall end on March 31, 2025. Notwithstanding any other term of this Agreement, Owner shall be entitled to immediately terminate this Agreement if: 1) Owner no longer operates hockey programing at the Premises; 2) a change occurs to hockey programing or otherwise that no longer allows Owner to continue to own and operate the Premises for hockey programing; or 3) User fails to comply with the requirements of Article 4(B).

Article 4
PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS

A. **Permitted Use.** City allows and permits School District to use and access the portions of the Iron Trail Motors Event Center that are Agreementd to User, specifically limited to the following:

- Designated Boys Varsity Locker Room - 6 months
- Designated Boys JV Locker Room - 6 months
- Designated Girls Varsity Locker Room - 6 months
- Designated Girls JV Locker Room - 6 months
- Shared Trainer Room - 6 months
- Two Designated Coaches Office/Locker Rooms - 12 months
- 500 hours of ice time between October 17 to March 8, 2023 designated for High School Hockey. Future dates of start and end will be negotiated.

B. User's occupancy of the Premises shall not be exclusive and it is understood between the parties that the School District shall be able to regulate access and control over the playing surface and locker room facilities. However, all common areas, lobbies, hallways, and spectator seating areas shall retain their public character and be controlled by City policies, restriction, and regulation including specifically the City's COVID-19 safety plan. The timing and nature of User's occupancy shall be agreed upon by User's

C. **Purpose.** The express purpose of this Agreement is to allow and permit School District the use and access to the aforementioned land, facilities and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of School District.

D. **Compliance with Laws.** User shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

Article 5 RENT

A. **Date Rent Begins.** All Gross Rent shall begin to accrue on the Commencement Date.

B. **Gross Rent Amount.** User hereby covenants and agrees to pay to Owner, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the Gross Annual Rent. The Gross Monthly Rent as set forth in Article 1A. is to be paid in U.S. dollars, in advance, without notice or invoice from Owner, on the eighth day of each and every calendar month during the Term hereof, commencing upon the Commencement Date and ending upon the expiration date of this Agreement.

C. **When Payments Are Due.** All payments of Gross Annual Rent shall be paid or mailed to Owner's mailing address found in Article 1C or to such other payee or address as Owner may designate in writing to User. This Agreement shall be construed as though the covenants herein between Owner and User are independent, and not dependent. Every installment of Gross Annual Rent shall be payable without notice or demand, and without setoff or deduction except as expressly set forth herein. If any Rent is unpaid more than 15 days after it is due, Owner may charge User a late fee of 5% of the overdue amount (unless such a fee is not permitted by law), plus interest on the unpaid amount from the due date until paid, at 6% per year.

Article 6 TAXES

The Premises is exempt from real estate taxes.

Article 7 REPAIRS AND MAINTENANCE

A. **User's Maintenance.** User shall clean and remove all garbage from the arena bleachers after all hockey games and practices sponsored by User or involving members or participants in User's organization. User shall also repair and/or pay for all repairs to the Premises necessitated by actions of User, its members, its participants, or its invitees..

B. **Owner Maintenance.** All other repairs and maintenance of the Premises shall be the responsibility of Owner.

Article 8
ENVIRONMENTAL MATTERS

A. **Definition.** As used herein, the term "**Hazardous Substances**" means, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste or substance, or any substance known to cause cancer or reproductive toxicity or mold (including lead-based paint, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, as amended (iv) any of the so-called state or local "**Super Fund**", "**Super Lien**" or "**Cleanup Lien**" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.

B. **User's Obligations.** User covenants and warrants that it shall not cause the release of Hazardous Substances in, on, from or under the Premises. User shall comply with all applicable laws, rules, regulations, ordinances with regard to such storage, use and handling of any Hazardous Substances.

C. **Indemnity.** If User in any way breaches the obligations stated in this Article 8, User shall indemnify, defend, protect and hold harmless Owner from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, liabilities, losses or expenses which arise during or after the Term as a result of User's breach of such obligations.

Article 9
ALTERATIONS

User shall not make any alterations to the Premises.

Article 10
FIXTURES AND PERSONAL PROPERTY

All of User's equipment, furniture, and moveable trade fixtures, (collectively "**User's Property**") shall remain User's property. User may remove User's Property at any time within 5 days after expiration of the Term, provided that User repairs any damage to the Premises occasioned by removal.

Article 11
SIGNAGE

User may not install any signage on the Premises.

Article 12
LIENS

A. **Discharge of Liens.** User shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic or laborer of User or material supplied by a vendor to User which might be, or become, a lien or encumbrance or charge upon the Premises. If any such lien, notice of lien, encumbrance or charge is created or filed against the Premises, User, within 5 days after notice of the filing thereof, shall cause the same to be terminated and discharged of record.

Article 13
SERVICES

A. **Owner Provides Utilities.** Owner shall not be liable to User in damages or otherwise if any utilities or services are interrupted or terminated because of repairs, installations, or improvements undertaken by a third party (not at Owner's request), or any other cause beyond the Owner's reasonable control; provided however, Owner shall use best efforts to assist User to cause such utilities or services to be reestablished as soon as possible

B. **Snow Removal and Lawn Maintenance.** Owner shall be solely responsible for and shall promptly pay all charges for reasonably required snow removal and lawn maintenance at the Premises.

Article 14
INSURANCE

A. **Owner's Insurance.** Commencing on the Commencement Date and continuing throughout the Term, Owner shall carry and maintain insurance as required by the laws of the State of Minnesota.

B. **User's Insurance.** User agrees to carry (i) personal property insurance covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage for the full replacement value of all of User's Property located on or within the Premises, and (ii) Commercial General Liability Insurance on the Premises during the Term hereof for the benefit of Owner and User, with a limit of not less than the limits set forth in Minn. Stat. § 466.04, as amended from time to time. User's insurance shall be issued by an insurance company of nationally recognized standing and authorized to do business in the State of Minnesota. User's insurance policies (other than any policy of workmen's compensation insurance) will name Owner as an additional insured. Certificates of insurance policies and, upon Owner's request, copies of such insurance policies (together with copies of the endorsements naming Owner as an additional insured) will be delivered to Owner prior to the Commencement Date and at any date the prior policy expires. User shall endeavor to provide Owner with 30 days prior written notice of any termination or amendment to User's insurance. All public liability, property damage, and general liability policies maintained by User shall be written as primary policies, not contributing with and not supplemental to coverage that Owner may carry. User may maintain the required liability and property insurance in the form of a blanket or umbrella policy covering other locations of User in addition to the Premises; provided, however, that User

shall provide Owner with a certificate of insurance for such coverages specifically naming the location of the Premises and naming Owner as required in this Article, and the limits of which coverages applicable to the Premises are to be in the amounts set forth in this Article. It is understood and agreed that Lessee's Insurance coverage only applies to persons registered with USA hockey and/or Minnesota hockey. Lessor's Insurance coverage will apply when Lessee's coverage does not.

Article 15 INDEMNIFICATION

A. **Indemnification.** User hereby indemnifies and holds Owner, Owner's officers, agents, employees, successors and assigns harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees and litigation expenses, arising from the negligent or willful acts or omissions of User or its agents, employees, members, participants, or contractors occurring on the Premises, except to the extent caused by Owner's negligence or willful misconduct. In the event any action or proceeding shall be brought against Owner by reason of any such claim, User shall defend the same at User's expense by counsel reasonably approved by Owner.

Article 16 ASSIGNMENT AND SUBLETTING

A. **User Assignment.** User may not assign its interest in this Agreement or any estate or interest herein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

B. **Owner Assignment.** No assignment or other transfer of the Agreement by Owner shall be binding on User unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. Owner shall provide User with prior notice of any such assignment or transfer of the Agreement.

Article 17 RULES AND REGULATIONS

User agrees that all of its members, coaches, participants, and invitees will strictly adhere to the rules and regulations attached to this Agreement as **Exhibit A**. Any violation of any of these rules and regulations shall constitute a default and breach of this Agreement under Article 19 A. (ii).

Article 18 ACCESS TO PREMISES

Such User's use of the Premises is not exclusive. Owner shall have access to the Premises at all times, without any notice to User. Owner shall not, however, unreasonably interfere with any use of the Premises by User allowed under this Agreement.

Article 19
DEFAULTS BY USER

A. **Definition of Defaults.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by User:

(i) Any failure by User to pay Rent or make any other payment required to be made by User hereunder within 10 days after receipt of written notice from Owner that such payment is due.

(ii) A failure by User to observe and perform any other provision of this Agreement to be observed or performed by the User, where such failure continues for 30 days after written notice thereof by Owner to User.

(iii) The making by User of any general assignment for the benefit of creditors, the filing by or against User of a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against User, the same is dismissed within 60 days) the appointment of a trustee or receiver to take possession of the Premises or all of User's property located therein that is not restored to User within 60 days, or the attachment, execution or other judicial seizure that is not discharged within 60 days.

B. **Owner's Remedies.** In the event of any such default by User, Owner shall be entitled to exercise any one or more of the following remedies, as its sole and exclusive remedies:

(i) Terminate this Agreement by giving written notice of termination to User, in which event User shall immediately surrender the Premises to Owner. If User fails to so surrender the Premises, then Owner may, without prejudice to any other remedy it has for possession of the Premises and without prejudice to Owner's rights to any arrearage in Rent, payment of future Rent or other damages, re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises or any part thereof, in accordance with applicable law without being liable for prosecution or any claim of damages therefor, and User agrees to pay to Owner on demand the amount of all accrued financial liabilities of User hereunder through the date of surrender of the Premises only, plus all costs and expenses of Owner including reasonable attorneys' fees incurred in obtaining possession of the Premises; or

(ii) Without terminating the Agreement, Owner may re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises in accordance with applicable law without liability for prosecution of any claim or damages therefor. If Owner so re-enters and takes possession of the Premises as set forth above, Owner may relet the Premises at such rates and for such uses as Owner, in its sole discretion may determine, and receive the rent therefor; and User agrees to pay to Owner on demand any deficiency that may arise by reason of such reletting. No reletting by Owner is considered to be for Owner's own account unless Owner has notified User in writing that this Agreement has been terminated; or

(iii) Enter upon the Premises by process of law without being liable for prosecution or any claim for damages therefor, and do whatever User is obligated to do under the

terms of this Agreement, and User agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with User's obligations under this Agreement; or

(iv) Restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of User herein contained without the necessity of proving inadequacy of any legal remedy or irreparable harm.

No termination of this Agreement and no repossession of the Premises shall relieve User of its liabilities and obligations under this Agreement that exist as of the date of the termination, all of which shall survive any such termination or repossession. In the event of any repossession of the Premises, whether or not the Premises shall have been relet, User shall pay to Owner the Rent and other sums and charges to be paid by User up to the time of such repossession, and thereafter, until the end of what would have been the Term in the absence of such repossession, User shall pay to Owner, as and for liquidated and agreed current damages for User's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Agreement by User if the Premises had not been repossessed or if the Premises had not been relet, as the case may be, less the net proceeds, if any, of any reletting effected pursuant to the provisions of subparagraph (ii) above after deducting from said proceeds all of Owner's reasonable expenses in connection with such reletting, including, without limitation, all reasonable and customary repossession costs, brokerage and management commissions, operating expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. User shall pay such current damages to Owner monthly on the days on which the Rent would have been payable under this Agreement if this Agreement were still in effect, and Owner shall be entitled to recover the same from User on each such day.

Article 20 DEFAULTS BY OWNER

A. Should Owner default in the performance of any of the covenants on the part of Owner to be kept or performed and such default shall continue for 30 days after receipt of written notice from User stating the nature and extent of the default, or should any warranty or representation made by Owner be untrue and remain untrue 30 days after receipt of written notice from User specifying such untruth, User shall, at its option, in addition to any other remedy available at law or in equity, have the rights and remedies hereinafter set forth.

User shall, upon written notice, have the right to terminate this Agreement, and User shall thereafter be released from all further obligations or liabilities under this Agreement.

Article 21 DAMAGE TO PREMISES

If at any time from and after the Commencement Date and continuing during the Term, the Premises is damaged or destroyed by fire or other casualty, Owner shall within 45 days from the date of said damage or destruction notify and inform User as to the amount of time required to restore the Premises to the condition existing prior to said damage or destruction (the "**Restoration Period**"). Within 20 days after receipt of said notice of the Restoration Period, User shall either:

(i) elect to terminate this Agreement, in which event the parties shall be released from all further obligations and liability hereunder; or (ii) elect to continue this Agreement and have Owner restore the Premises within the time period identified in the Restoration Period. In the event the repair or rebuilding of the Premises has not been completed within the Restoration Period, User may terminate this Agreement and the parties shall be released from all further obligations and liability hereunder. During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, as determined by User in its reasonable discretion, the Rent and other charges payable by User under this Agreement shall abate.

Article 22
EMINENT DOMAIN

If any portion of or interest in the Premises shall be permanently or temporarily taken under any right of eminent domain or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of User, for User's use thereof, or in the reasonable judgment of User impairs the conduct of User's business in the Premises, User may terminate this Agreement by delivering notice to Owner within 30 days after such taking deprives User of possession of any portion of the Premises or of any other rights of User under this Agreement. Nothing contained herein shall prevent Owner and User from prosecuting claims in any condemnation proceedings for the values of their respective interests in the Premises and User shall have the exclusive right to claim any proceeds for the taking of User's trade fixtures, equipment or personal property and for relocation expenses. Owner acknowledges and agrees that any remediation of Hazardous Substances that interferes with User's use of the Premises shall be deemed to be a taking for purposes of this Article.

Article 23
NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by any national overnight delivery service to each other party or by fax or email (with receipt confirmation and delivery of hard copy by one of the other methods of delivery specified in this Article 23) to the addresses shown in Article 1, or at such other address requested in writing by either party upon 10 days notice to the other party.

Article 24
COVENANT OF QUIET ENJOYMENT

Owner represents and warrants that Owner is seized in fee simple title to the Premises, free, clear and unencumbered except as otherwise disclosed herein. Owner covenants that so long as User fulfills the conditions and covenants required of it to be performed, User will have non-exclusive peaceful and quiet possession of the Premises.

Article 25
HOLDING OVER

If User remains in possession of the Premises or any part thereof after any termination or expiration of this Agreement, such holdover shall be treated as an automatic renewal of this Agreement for a month to month tenancy, subject to all the terms and conditions provided herein; except that User covenants to pay to Owner as Gross Monthly Rent during such tenancy 110% of the Gross Monthly Rent in effect immediately before expiration of the Term, in addition to all other Rent and other charges due hereunder. The provisions of this subparagraph shall survive the expiration or sooner termination of this Agreement.

Article 26
ESTOPPEL

Within 10 days after a request therefor, User will execute, acknowledge and deliver an instrument, attaching a true and exact copy of this Agreement, stating, if the same is true, that (i) there are no amendments hereof (or stating what amendments there may be), (ii) that the Agreement is then in full force and effect, (iii) to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of User to be performed, (iv) that as of such date no default has been declared hereunder by either party or if a default has been declared, the nature of such default, and (v) such other information regarding this Agreement as reasonably requested.

Article 27
REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties.

(i) Litigation. Owner represents and warrants that Owner has received no notice of any claims, causes of action or other litigation or proceeding pending or, to the best of Owner's knowledge, threatened with respect to the ownership, operation or environmental condition of the Premises or any part thereof.

(ii) Zoning. Owner represents and warrants that the Premises is currently zoned to allow the use of the Premises for User's intended use.

(iii) Authority. Owner represents and warrants that Owner has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Owner pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Owner is duly authorized. This Agreement and all documents to be executed pursuant hereto by Owner are binding upon and enforceable against Owner in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Owner or the Premises is subject or by which Owner or the Premises is bound.

(iv) Utility Systems. All utility systems, up to and including connections to the Premises, including without limitation the plumbing, electrical, gas, water, sewer, heating, venting and air conditioning and mechanical systems, shall be upon the Commencement Date, and shall remain throughout the Term, in good condition and working order.

Article 28 ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. Owner and User acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Agreement has been fully executed by both Owner and User.

Article 29 MISCELLANEOUS

A. **Governing Law**. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Minnesota.

B. **Survival**. The representations, warranties and indemnities contained in this Agreement shall survive the termination or expiration of this Agreement.

C. **Interpretation**. The parties hereto agree that it is their intention hereby to create only the relationship of Owner and User, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

D. **Severability**. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

E. **Successors and Assigns**. Except as provided in Article 16, all covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

F. **Amendment, Modification, and No Waiver**. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

G. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. This Agreement may be signed and delivered by email and said emailed pages shall constitute originally executed and delivered documents.

H. **Enforcement; Attorneys Fees.** In the event that any party hereto is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

I. **Commissioner of Minnesota Management and Budget – Required Provisions.**

(i) **Agreement Renewal Not Guaranteed.** Owner may, at its sole option and discretion, allow this Agreement to expire at the end of its original term, and thereafter directly operate hockey programming on the Premises, or contract with some other entity to operate hockey programming on the Premises.

(ii) **Oversight.** User agrees to submit to reasonable oversight by Owner to ensure that User is financially stable and using the Premises to further the development of hockey programming in the City of Virginia. To accomplish this, at a minimum: (1) User's designated representative shall meet weekly with Owner's Parks and Recreation Director to review User's financial condition and current activities; and (2) User shall furnish written reports of its current financial condition and current activities on a monthly basis, which reports shall be considered and reviewed at Owner's monthly Department of Parks and Recreation public meeting.

Remainder of this page is blank

The parties hereto have executed this Agreement on the date set forth in the introductory paragraph hereof.

USER:

By: _____

Name: _____

Title: _____

OWNER:

THE CITY OF VIRGINIA

By: _____

Name: LARRY CUFFE, JR

Title: MAYOR

By: _____

Name: BRITT SEE-BENES

Title: CITY ADMINISTRATOR

EXHIBIT A

RULES AND REGULATIONS

1. User shall schedule and provide adult supervision for any and all hockey games or hockey practices involving User's coaches, members, participants, or invitees. User will provide an adult locker room attendant for each locker room that is being used. Adults shall be any person who is at least 21 years of age or older with designated authority to monitor, react, and correct any undesired behaviors by members, participants, or invitees,

2. All adult supervisors provided by User shall make and keep a written log of the names of all participants in any hockey game or hockey practice.

3. Arena will assign locker rooms for use by the User's teams. Changes will only be allowed with previous consent by Arena at least 72 hours in advance. All locker rooms used by User or its invitees shall be regularly kept clean and neat by User.

4. All adult supervisors provided by User shall ensure that all participants in any hockey game or hockey practice wear proper and approved safety equipment, comply with all of these rules, and comply with any rules posted within Iron Trail Motors Event Center.

5. The posted arena ice and locker room schedule is the official schedule and will be followed by the User. Changes will only be allowed with previous consent by Arena at least 72 hours in advance

6. If User obtains liability waivers from participants or their legal guardians, User agrees to provide copies of same to Owner upon request.

7. User shall keep a current written log with the names and addresses of all persons given keys to the Iron Trail Motors Event Center, which log shall be provided to Owner upon request.

8. No skate changing is allowed in the lobby area of Iron Trail Motors Event Center. All skate changes must be made in the locker rooms or in the aisles adjacent to the rink.

9. User will provide a requested game schedule to the arena no later than November 1st of each year for scheduling purposes. Any changes to the Users requested game schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

10. User will provide a requested practice schedule to the arena two weeks in advance for scheduling purposes. Any changes to the Users requested practice schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

FACILITIES USE AGREEMENT

City of Eveleth and Independent School District No. 2909

THIS AGREEMENT, entered into and between the **CITY OF EVELETH**, a charter city and municipal corporation operating under the laws of the state of Minnesota, hereinafter referred to as "**City**", and **INDEPENDENT SCHOOL DISTRICT NO. 2909, Rock Ridge Public Schools**, hereinafter referred to as "**School District**".

RECITALS

The parties hereto recite and declare that:

1. **City** is the owner of recreational facilities, described as follows:

the Hippodrome which is a multi-purpose facility but primarily used for ice hockey and ice skating located in the geographical perimeter of the City of Eveleth; the Southside Park softball fields located in the geographical perimeter of the City of Eveleth; and the Eveleth Municipal Golf Course located within the geographical perimeter of the Town of Fayal.

2. **School District** desires to use and access the facilities for its interscholastic, extracurricular, curricular, educational and athletic programs.

3. That parties desire to enter into a use agreement defining their rights, duties, and liabilities relating to the facilities, and with regard to their relationship with one another.

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

SECTION 1

PURPOSE AND DESCRIPTION OF FACILITIES

City allows and permits **School District** to use and access the facilities, on a non-exclusive basis, including the locker rooms and all other relevant portions of the facilities and its equipment so as to serve the purpose set forth below. Hippodrome use shall be limited to 150 hours for the term of this agreement.

The express purpose of this Facilities Use Agreement is to allow and permit **School District** the use and access to the aforementioned land, facilities and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of **School District**.

SECTION 2

TERM

This Facilities Use Agreement is for the 2022-2023 school year of **School District**, effective _____, 2022

SECTION 3

CONSIDERATION

School District agrees to pay to **City** during the term of this Facilities Use Agreement, as follows:

A. Hippodrome - Payment for the 2022-2023 school year shall be \$18,750.00

School District agrees to pay to **City** an additional \$125.00 per hour for each hour over 150 hours during the term of this agreement.

B. Softball Fields - School District agrees to pay City the sum of \$6,000.00 for the 2022-2023 school year.

C. Municipal Golf Course - **School District** agrees to pay **City** the sum of \$50.00 per golfer based on the current year's Minnesota State High School League eligibility list for the term of this agreement. **School District** agrees to provide **City** with whatever information is necessary to determine and ascertain the per-golfer fee. The fees are due and owing by **School District** when billed by the **City** to **School District**.

Unless otherwise stated, payment shall be made by **School District** in a way and manner agreed to by and between the parties.

City shall integrate **School District** colors more prominently during planned improvements, but at no additional cost to **City**.

City shall allow **School District** to modify hanging banners at **School District** cost.

SECTION 4

SPECIFIC USES

This Facilities Use Agreement includes all team and individual practices, whether scheduled or unscheduled, all competitive matches and events, including playoffs and post-season activities. It shall also include any other physical education, recreational, athletic, extracurricular or curricular programs, which are within the educational purpose and mission of **School District**. The Eveleth Municipal Golf Course shall not be used for any track and field or cross-country running events held by the **School District**. The parties shall work together to coordinate **School District's** use of the facilities with other users of the facilities, but **School District** shall be given priority should there be conflicts. Coordination will take place between the City's Public Works Director and the School District's Athletic Director.

SECTION 5

WASTE, NUISANCE, UNLAWFUL ACTIVITY AND REQUIRED SUPERVISION

School District shall not allow or permit any waste or nuisance in conjunction with its use of the facilities; or use, or allow to be used, the facilities for any unlawful or hazardous purpose or activity. Further, **School District** agrees that it shall provide proper supervision of its students in conjunction with any intended use of the facilities as set forth herein. The supervision provided shall be in accordance with the laws of the state of Minnesota, the ordinances of the city of Eveleth, and the rules and regulations of the Minnesota State High School League and the Minnesota Department of Education.

School District shall be responsible for providing and hiring qualified personnel for crowd control during any scheduled interscholastic competitions, including playoffs and post-season activities.

City, at its cost, shall provide one (1) uniformed and licensed police officer for each interscholastic scheduled ice hockey competition, including any playoff or post-season games or activities.

SECTION 6

MAINTENANCE, REPAIR, CLEAN-UP AND ACCESS

City shall during the term of this agreement, at its own expense, repair, replace and maintain the facilities in a good and safe condition, including the facilities and equipment contemplated to be used by this agreement, and all relevant portions thereof. **City** shall have the responsibility to repair and maintain and keep the facilities and equipment in workable and safe condition appropriate to the use to which the facilities and equipment will be utilized. **City** agrees that the facilities shall be suitable and appropriate for interscholastic competition.

City shall also have the responsibility to provide routine clean-up and proper and safe storage of all equipment.

City shall also prepare the facilities prior to every interscholastic game or competition, and on a regular basis, to ensure that the facilities are in a proper condition for the expected and anticipated use. Keys will be issued to the Athletic Director, Girls' and Boys' Head and Assistant Coaches. There is to be no duplication of keys. School District agrees to reimburse the City for repairs resulting from damage to the facilities caused by the School District or as a result of School District use or activities.

City shall work with local youth associations and boosters to identify volunteers to improve the appearance of the facilities for events.

SECTION 7

HOLD HARMLESS AND INDEMNIFICATION

Each party shall hold harmless and indemnify the other against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity, arising out of:

1. Failure by either party to perform any of the terms or conditions of this facilities use agreement;
2. Any injury or damages happening on or about the Hippodrome, gold course, or softball facilities as a result of the other's activities and/or programs, or in conjunction with the use of the facilities and its equipment;
3. Failure to comply with any law, rule, regulation or safety standard of any governmental agency or authority;

The actions of either party, whether by omission or commission, which in any way relate to these facilities use agreement and the performance of its obligations and duties in conjunction therewith.

SECTION 8

DISPUTE RESOLUTION

Any disputes arising from this agreement or the use of the facilities that the parties cannot resolve between themselves, shall be submitted to mediation through the Bureau of Mediation Services, and, if unsuccessful, to binding arbitration through the Bureau of Mediation Services and its procedures. Should arbitration be necessary, each party shall be responsible for its own costs and expenses.

SECTION 9

ASSIGNMENT

School District shall not assign its rights under this Facilities Use Agreement, or any right or privilege connected with the facilities use agreement, to any one or any entity without first obtaining the written consent of **City**.

SECTION 10

WAIVERS

Waiver by either party of any breach of any covenant or duty under this Facilities Use Agreement is not a waiver or breach of any other covenant or duty, or any subsequent breach of this same covenant or duty.

SECTION 11

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in or by this Facilities Use Agreement shall be deemed, construed or interpreted as to create a partnership or joint venture between the parties, or to create any other relationship between the parties other than that which is clearly provided and intended hereby.

SECTION 12

GOVERNING LAW AND INTERPRETATION

It is agreed that this Facilities Use Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the state of Minnesota. Any ambiguities in conjunction with the enforcement or interpretation of this agreement shall not be construed or resolved as against either party.

SECTION 13

REPRESENTATION OF AUTHORITY TO SIGN

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

SECTION 14

PARAGRAPH HEADINGS

The titles to the paragraphs of this facilities use agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, the parties above named have executed this Facilities Use Agreement to be effective the date first above written.

CITY OF EVELETH

By _____

Its _____

By _____

Its _____

Subscribed and sworn to before me
this ____ day of _____, 2022

Notary Public

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC SCHOOLS**

By _____

Its _____

By _____

Its _____

Subscribed and sworn to before me
this ____ day of _____, 2022

Notary Public

7-12 STUDENT HANDBOOK

2022-2023

Mark Winter, Principal Virginia Secondary School

Todd Griepentrog, Principal Eveleth-Gilbert Secondary School

Dianna Hazelton, Dean of Students Virginia Secondary School



Virginia Secondary School 218-749-5437 Attendance Line: ext. 8025

Eveleth-Gilbert Secondary School 218-744-7706



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 world

INTRODUCTION

The student handbook should be used as a source of regulations, policies, and information for the student while attending 7-12 Rock Ridge Public Schools. Students should read the student handbook carefully, review it with their parents/guardians and keep it as a reference. The administration reviews the rules and procedures each year, making them relevant to protecting the rights of all students and allowing the school to function in a safe environment. Students are responsible for knowing and following the rules, regulations, policies, and procedures contained in the student handbook. The handbook will be sent home electronically to families at the start of the school year. It is expected that the parent/guardian review the high school student handbook and acknowledge the rules, regulations, policies and procedures as stated. Any questions or concerns should be addressed to school administration.

The Rock Ridge Public School District will continue with an educational plan designed to develop students' social skills as well as a better understanding of responsibility, respect and resourcefulness. The educational plan includes behavior expectations, achievement expectations, student self-management, and student social skills. The purpose of the plan is for the staff to work together to raise the quality of work done by students, and enhance the attitude of both students and teachers towards school and learning. The total education system teaches students such outcomes as self-discipline, self-management, respect, responsibility, planning, organization, persistence, tact, courtesy and coping skills. The education plan has had an impact on the rules and procedures that are written in this handbook.

This handbook is not intended to represent a complete description of all district policies. A detailed description of all policies adopted by ISD 2909 is accessible on the main website. (www.rtps.org). A printed copy is available upon request. This handbook may be changed or amended during the school year. Changes will be posted in the office of the Principal and relayed to the students by means of the Daily Bulletin. Any questions on the policies herein should be addressed to the administration.

Section 1: [Helpful Links to District Information](#)

Section 2: [General Information](#)

Section 3: [Academic Information](#)

Section 4: [Attendance Information](#)

Section 5: [Rules & Discipline Information](#)

Section 6: [Sports & Student Activities](#)

Section 7: [School Board Policy Links & Required Inclusions](#)

LINKS TO DISTRICT INFORMATION

All school information can be found on the district website: www.rrps.org

Parents and students are encouraged to click on the **green** online links prior to contacting the school with questions.

[Activity, Athletic, and Event Schedules](#)

[School Hours and Bell Schedules are the same on both campuses](#)

[Parent Portal in PowerSchool](#)

[Schoology](#)

[Lunch Menus & Food Service Information](#)

[Staff Emails](#)

GENERAL INFORMATION

Accidents

Students involved in an injury of any kind in the gym, classrooms, corridors, as well as in athletic competition, must report the accident to the teacher in charge immediately. The student will be referred to the main office or nurse's office as soon as possible to complete the proper forms. Tardiness in reporting an accident makes it difficult to record the circumstances accurately.

Address or Telephone Change

A change in a student's address or phone number should be reported to the high school office. This is necessary for keeping school records accurate, for school mailings, and for emergencies.

Age of Majority/18 Year Old Students

Students 18 years of age or older must comply with the same rules and regulations as younger students according to State Statute M.S. 120.06 unless it has been determined by the school and the student's legal parents/guardians that the student is to be treated as an "independent student". Once a student is deemed independent, the parent/guardian no longer has access to educationally relevant information including attendance, behavior, and academics. They may not write their own notes or excuses if they are living in the parental home. Families are cautioned in providing the independent status.

Appointments with School Personnel

Anyone desiring a conference with a staff member or a conversation regarding the progress of their son/ daughter should contact the instructor. Contact information can be located by clicking on the link included.

Background Checks for Employees and Volunteers

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district and for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. In most instances, volunteers will be required to have a background check on file with the school district prior to volunteering or visiting a classroom. Please be advised that COVID 19 may limit visitors and volunteers. Always call the day prior to make an appointment if you would like to visit the school.

Building Hours

Building Hours: 7:45AM-3:45PM

Visitors are welcome in our school. All visitors must enter door #5 (VHS) and door #4 (EGHS) and register in the school office to obtain a visitor badge. The practice of casual student visits is not allowed. Students wishing to tour the school must make prior arrangements through the principal's office.

Students will use multiple doors, but students arriving after 8:15am will be required to be buzzed in to the building at Door #5 (VHS) and Door #4 (EGHS).

Students should be in their assigned location or out of the building by 3:20 PM.

Concerns & Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral and should follow the appropriate chain of command, as appropriate. Questions, concerns, or complaints should be directed first to the teacher or coach.

Copy Machines

The copy machines are provided for the instructional staff. Students are not to use the copy machines.

Counseling & Guidance

Counseling services are available to all students. The counselor is prepared to assist students and parents/ guardians who have concerns about vocational or educational plans in high school or for college preparation, programming and course selection, test results, achievement, study habits, personal matters, or social/emotional development. Scholarship and college information will be available outside the counselor’s office.

Emergency School Closing/Media Announcements

School closing information will be placed on the homepage of the Rock Ridge Public Schools website, sent by electronic alerts (**please update your contact information**) and broadcast on the following media stations:

RADIO

WEVE 97.9	FM 1340 AM	WTBX 93.9 FM
Radio USA 99.9 FM	WMFG 106.3 FM	KMFG/WMFG 1240 AM
WNMT 650 AM		

TELEVISION

KDLH TV 3	KBJR TV 6	WDIO TV10
KQDS TV	FOX 21	

Duluth News Tribune Online	Instant Alert	School Website
Rock Ridge Facebook Page		

Daily Bulletin

Events of the day will be posted in the daily bulletin. The office will communicate the bulletin each day. All items for the bulletin must be concerned with school business.

Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, paper, erasers, and notebooks. Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Field trips considered supplementary to the district’s educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Use of musical instruments owned or rented by the school district.

Students will be charged for textbooks, workbooks, library books, and other resources that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

Fire Drills, Emergency Evacuation & Lockdowns

Fire, evacuation, and lock down drills are held to reduce the probability of serious damage or injury in case of a real emergency and are required by the state of Minnesota. Teachers will provide exit information and explain the procedure in case of a fire drill or evacuation; students are to follow these instructions. All books and other materials must be left and students are to leave the building in a quiet and orderly manner. Only upon a signal will students return to the building and their classrooms in an orderly fashion. I

Health Program

Students with special health concerns should notify the school nurse and the school office. Students are to report to the nurse if they are ill. If they desire to leave school, the nurse's office will make a phone call to their parents and notify the school office.

The health services consist of Individual Health Care Plan and Emergency Action Plan development, student health assessments/evaluations, screenings for vision, hearing, and assistance with needed medical treatments. The health service program assists to protect and promote student health, facilitate normal development, and advance academic success. As a district our health services

provide care coordination and advocate for quality student-centered care.

Medications

Parent/guardian is responsible for providing all medications. Medications may be dispensed in school when the student's health may be jeopardized without it, and when needed to maintain/promote the health of the student so that learning is enhanced. If a student needs to take prescription medication during school, the school district requires:

1. The district's Medication Authorization form must be completed once per school year and/or when a change in the prescription or requirements for administration occurs. These forms are available on www.rrps.org under nursing services and in the nurse's office.
2. The administration of PRESCRIPTION MEDICATION at school requires a completed signed request from the student's parent and a signed physician's order. Prescription medication must be in the properly labeled pharmacy container & are to be kept and administered in the health office. Parents/Guardians are advised to ask the pharmacist for a bottle for home and second/separate labeled bottle for school.
3. OVER THE COUNTER MEDICATIONS SECONDARY STUDENTS (grades 7-12): May possess and use nonprescription pain relief medications in a manner consistent with labeling for their own use only. The school district may revoke the privilege of self-carry and self administering of medications if it is determined that the student is abusing the privilege or is at risk of harm to self or others.
4. Self-Carry Medications: Students needing to self-carry emergency medications such as an epi-pen or an inhaler may do so. The district requires the Self-Carry Medication Authorization form and either the Allergy Action Plan or the Asthma Action Plan available on the District's website www.rrps.org to be completed by the guardian and the prescribing health care provider. These forms must be completed at the start of each school year.

Immunizations

As required by Minnesota Statutes Section 121A.15, children enrolled in Rock Ridge Public Schools must receive immunizations required per the Minnesota School Immunization Law. Proof of immunizations must be provided prior to the student's first date of attendance.

All students entering grade 7 must show proof of 2 MMR vaccines, a series of 3 Hepatitis B vaccines, 1 Tdap vaccine, 3 polio vaccines, 1 Meningococcal vaccine and 2 Varicella vaccines or certify that the student had chicken pox. If immunization is medically contraindicated or if a parent or guardian wishes to be exempt based on beliefs from one or more immunization requirements then section 2 of the "Student Immunization Form" available on our school website must be completed and provided to the school health office. Students not in compliance will not be allowed to attend school. The full immunization statute can be read at the following link:
<https://www.revisor.mn.gov/statutes/cite/121A.15>

Individual Class Optional Purchases

Sophomores will be offered an opportunity to purchase a class ring. Class rings are ordered in the winter of the sophomore year and delivered in the spring. Information about class rings, style, and price available to students. The purchase of a class ring is optional.

Seniors should have their graduation pictures taken during the summer preceding their senior year. Photographer selection and service is an optional choice left to students and parents/guardians. All seniors will be given the option to purchase a graduation cap and gown, but one will be provided to students to utilize for the ceremony if he/she decides not to purchase the cap/gown. The purchase of class rings, announcements, caps/gowns, and graduation pictures are all optional.

Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not 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, or age in its programs and activities. Contact the school superintendent as needed.

Notification to Staff Regarding Placement of Students With Violent Behavior

Rock Ridge Public Schools recognizes the right of students and data privacy. In an effort to provide a safe school environment, staff members will be notified by the Administration of a student's history of violent behavior. The history of violent behavior and notice to the appropriate staff is an educational record and will be transferred to an enrolling school district. Parents have the right to review and challenge records or data, including the data documenting the history of violent behavior, under both state and federal law as set forth in the school district's Data Practices Policy.

Pledge of Allegiance

The Pledge of Allegiance will be recited daily on the days school is in session. It is the responsibility of every citizen to show proper respect to his/her country and its flag. However, students may decline to recite the Pledge of Allegiance and may refrain from saluting the flag, on the basis of personal belief or religious convictions. Students who choose to refrain from such participation shall respect the rights and interests of classmates who do wish to participate. A student who chooses not to participate may either stand or sit, remaining respectfully silent. No homework may be done during this short time.

Purchasing, Selling, or Soliciting

Students are not permitted to make any purchase for the school or for any club or organization without permission of the club advisors. Receipts for purchased items shall be given to the club or class advisor so payment may be made. The Principal must approve any type of selling or soliciting to be carried on in the school building or on the school grounds. All notices, signs, advertising bills displayed in the corridors or on the school bulletin board must be approved by school administration. It is a policy to display materials pertaining only to approved high school student activities.

Withdrawals and Transfers by Students

A student who will be withdrawing from school is asked to bring a written statement from home to the Principal's Office in order to receive a withdrawal form. This form must be taken to each teacher for grades and clearance, the school librarian, athletic director, and counselor. Upon completion, the withdrawal form must be returned to the Principal's Office.

ACADEMIC INFORMATION

Academic Honesty and Integrity

Rock Ridge High students must understand the importance of academic honesty. School assignments and tests are measures of a student’s academic performance. All work submitted for credit is expected to be original work created by the student submitting it.

Cheating: Dishonestly or unfairly gaining an advantage, especially in a game or examination. Collusion: Secret or illegal cooperation or conspiracy, especially in order to cheat or deceive others. Plagiarism: The practice of taking someone else's work or ideas and passing them off as one's own.

Examples of academic dishonesty include, but are not limited to the following:

- Copying and/or sharing academic work
- Asking or letting your project partner do your fair portion of the work
- Sharing test questions and/or answers with other students either orally or electronically
- Looking on another’s test/quiz or allowing another to copy a test/quiz
- Submitting another's work as your own with or without the other person’s knowledge (i.e., plagiarism).
- Working with others on an assignment that is intended to be done individually

Procedures for Reporting

If a staff member has reason to believe that a student has violated the academic honesty policy, s/he will meet with the student to discuss the incident. Following this conference, if the teacher still believes the student acted dishonestly, he or she will contact the parent or guardian via telephone or schedule a face-to-face meeting and complete a Discipline Log Entry in PowerSchool.

Consequences

Offenses accumulate through the entire course. Physical evidence is not necessarily required. If the behavior warrants, the principal may increase the level of consequences based on the facts and the violations of other policies. Acts of academic dishonesty are also subject to MSHSL Code of Conduct Rules.

Occurrence	Assessment Consequences	Assignment Consequence Options Determined by Teacher	Parent/Guardian Contact
1	0 on assessment NHS Review	Re-Do assignment 0 on assignment National Honor Society Review	Teacher must contact the parent and enter the information in PowerSchool.
2	0 on assessment NHS Review MSHSL Code of Conduct Review	Re-Do assignment 0 on assignment National Honor Society Review Course grade reduction of 25%	Teacher and administration meet with parent and student.
3	0 on assessment NHS Review MSHSL Code of Conduct Review	Re-Do assignment 0 on assignment National Honor Society Review Course grade reduction of 25% Failing Course (Record 59% Unless Lower) Scholarship Committee Notification Removal from Class	Teacher and administration meet with parent and student; school counselors included.

College Options

Rock Ridge Public Schools offers the College in the Schools options CIS classes allow students the opportunity to earn high school and college credits without leaving the Rock Ridge campus. Students may also elect to enroll in PSEO courses and should meet with the school counselor for more information. See the course catalog or a school counselor for more information.

Courses Offered at Alternative Campuses

Students who take courses at a site other than their home school...

“Students attending classes offered at other educational sites are required to ride the bus provided unless a signed Permission and Release of Liability form has been signed by the parent and/or student. The Principal reserves the right to revoke driving privileges if the student demonstrates irresponsible behavior while driving to off-site locations.”

Students who drive themselves to off-campus courses are required to be in their next class on time. Occasionally, students who take the bus are a few minutes late for their next class because the bus has to make multiple stops. Students who drive themselves will not be excused for late entry into the next class. They have plenty of time to travel and be in class on time. Any student who is late 3 times for their next class will have their driving privileges revoked and will then have to ride the bus to vocational classes off-campus.

Graduation Credit Requirements

To graduate from Rock Ridge Public Schools, each student must have completed 24 credits in grades 9-12. Students are required to take a minimum of 6.0 credits per year.

Courses, especially in the math-science areas must be chosen in a timely fashion to ensure that the requirements will be met by graduation. Student's files will be reviewed annually by the counselor for any deficiencies in the credit count. The parent/student will be notified via phone call and/or mail of the deficiency and the remedial options available.

GRADUATION REQUIREMENTS

EVELETH-GILBERT

Graduating Class of 2023

VIRGINIA

Graduating Class of 2023

ROCKRIDGE

Graduating Class of 2024 & Beyond

Language Arts (4 credits)	English (4 credits)	English (4 credits)
4.0 Credits of English	1.0 English 9 1.0 English 10 (Reg or Honors) 1.0 English Electives 1.0 English Electives	4.0 Credits of English
Math (3 credits)	Math (4 credits)	Math (3 credits)
Courses must encompass a minimum of Algebra I, Geometry, Algebra II, and Statistics & Probability (covered in Algebra II)	1.0 High School Algebra 1.0 Geometry 1.0 Algebra II 1.0 Senior Math Elective	1.0 Math Elective Typically Intermediate Algebra I 1.0 Geometry 1.0 Algebra II A minimum of 3 credits, which must include successful completion of the Algebra I, Geometry, and Algebra 2 sequence, at minimum.
Science (3 credits)	Science (3 credits)	Science (3 credits)
Courses must include Biology and either Chemistry or Physics (Food Science counts as a Chemistry)	1.0 Intro to Physics 1.0 Biology <i>or</i> AP Biology 1.0 Science Elective	1.0 Intro to Physics and Chemistry 1.0 Biology 1.0 Science Elective
Social Studies (4 credits)	Social Studies (4 credits)	Social Studies (3.5 credits)
World History 9 .5 Geography 10 .5 Civics 10 US History 11 .5 Economics 12 .5 American Government 12	.5 Geography 5 Economics 1.0 World History 1.0 US History .5 Economics .5 Government	1.0 Social Studies <i>(Includes Civics, Geography, Economics)</i> 1.0 World History 1.0 US History .5 Government
Fine Arts (1 credit)	Fine Arts (1 credit)	Arts (1 credits)
1.0 visual arts, music, theater, dance or media arts	1.0 Fine Arts (Music or Art)	1.0 Credit
Physical Ed/Health (1 credit)	Physical Ed/Health (1 credit)	Physical Ed/Health (1 credit)
.5 Health 10 .5 Physical Education 9	1.0 Physical Education/Health	.5 Physical Education Elective .5 Health
Other	Other	Career Exploration (.5 Credit)
.5 Post Secondary Planning	.5 Speech	.5 Career Exploration
Choice Electives (7.5 Credits)	Choice Electives (6.5 Credits)	Choice Electives (8 Credits)
7.5 Student Chosen Electives	6.5 Student Chosen Electives	8.0 Student Chosen Electives
Total Credits Required = 24	Total Credits Required = 24	Total Credits Required = 24

7th & 8th Grade Requirements - Virginia Secondary School

GRADE 7

Required Courses- Students must take all the 6.5 required courses and only 1 of the electives:

English 7

US Studies 7

Honors Math 7 or Math 7

Integrated Science 7

Physical Education/Health 7

Music (Band, Choir or Orchestra)

STEAM Expeditions (1 semester)

Elective Options: REACH, AVID, or Study Hall (1 semester)

Required Assessments: MCA Reading, MCA Math or MTAS Equivalent

GRADE 8

Required Courses- Students must take all the 6.5 required courses and only 1 of the electives:

English 8

Algebra I or Honors Algebra I

Integrated Science 8

Global Studies

Physical Ed/Health 8 (1 semester)

Art (1 semester)

Family Consumer Science (1 semester)

STEAM Expeditions (1 semester)

Elective Options: Band, Choir, Orchestra, REACH, AVID, or Study Hall

Required Assessments: MCA Reading, MCA Math, and MCA Science or MTAS Equivalent

7th & 8th Grade Requirements - Eveleth Secondary School

Grade 7- Required: English 7, Math 7, Integrated Science 7, US Studies 7, Physical Education, Music (Band, Choir or Orchestra) Electives: STEAM Expeditions, Family Consumer Science, Art, General Music.

Grade 8- Required: English 8, Math 8 or Honors Math 8, Integrated Science 8, Global Studies, Physical Education, Music (Band, Choir or Orchestra) Electives: STEAM Expeditions, Family Consumer Science, Art, General Music.

Graduation Good Standing Requirements

1. Successfully complete at least 24 credits, including all graduation requirements
2. Serve all disciplinary requirements
3. Pay all fines and fees
4. Return all district property, including books, resources, technology, etc.
5. Attend graduation practice. Anyone not taking part in practice without due justification will not be allowed to participate in the graduation ceremony.

Graduation Honor Requirements

Foreign exchange students will receive a diploma marked “Honorary Diploma” as exchange students have not met the academic standards of their respective schools. Students moving to the Bridge to Independence Program following their senior year will also receive an honorary diploma until they have completed the Bridge to Independence Program.

Grade Point Average Computation *Point Values of Letter Grades*

A+ = 4.000			
A = 4.000	B = 3.000	C = 2.000	D = 1.000
A- = 3.667	B- = 2.667	C- = 1.667	D- = .667
B = 3.333	C+ = 2.333	D+ = 1.333	F = 0
			P = 1.5

	EG Grades 12	VHS Grades 12	EG & VHS Grades 7-11
Exemplary	4.0	Not Applicable	4.0
A Honor Roll	3.67-3.99	3.667-4.0	3.667-3.999
B Honor Roll	3.0-3.66	3.000-3.666	3.000-3.666
	~Quarter GPA calculates honor roll, not cumulative ~Students earning an Incomplete or failing grade in the quarter are not eligible for honor roll distinction	~Quarter GPA calculates honor roll, not cumulative ~Honor Roll is truncated at 3 decimal places	~Quarter GPA calculates honor roll, not cumulative ~Students earning an Incomplete or failing grade in the quarter are not eligible for honor roll distinction ~Honor Roll is truncated at 3 decimal places

The top 10% of the senior class will be determined after the completion of the 1st semester of their senior year based on the cumulative semester GPAs from grades 9-12. Virginia High School also recognizes Valedictorian and Salutatorian, which is determined after the Q3 marking period.

Marking Periods

Mid-Quarter, Quarter, and Semester Grades can be viewed through the Parent Portal of PowerSchool. Daily progress should be viewed on Schoology for the most up to date and comprehensive information.

If parents or legal guardians do not have access to the Internet, you may request, in writing, to have paper report cards mailed home for the year. You only need to make this request once per year. If you would like to cancel that request later in the year, please contact the office.

Incomplete Grades

Students may receive an incomplete grade because their work was not completed at the end of the marking period. All incomplete grades on assignments must be made up within two weeks or the assignment grade will turn to a zero. Failure to complete work may result in no credit being given. Seniors receiving an incomplete in courses needed for graduation will not participate in the graduation ceremony if the incomplete is not made up before graduation day.

Athletic Eligibility is affected by incomplete grades. Students that earn an incomplete are ineligible to play until the incomplete has been made up and recorded in the office. If the eligibility was the result of an incomplete grade, eligibility may be re-established once work for the incomplete grade is made up and the grade change is made in the office.

Work Permits (Excused from Study Hall)

If a junior or senior has a job and wishes to be excused from a study hall period for work privileges he/she must obtain a work permit from the office. This form will need to be completed by the parent/guardian, employer, principal and counselor. The privilege of excusing a junior or senior to work during the school day may be granted by the school providing a proper work permit has been submitted. Students who are tardy, truant, or have excessive absences will not be issued a work permit. If a student receives any failing grades or incompletes during the year, the work permit will be revoked for the next marking period or until satisfactory progress is made. A minimum cumulative GPA of 3.0 is required in order to qualify for being excused from study hall.

Zero / Failing Policy

Students will earn no lower than a 59% for the quarter grade if it is due to plagiarism or other course regulations unless the earned grade from other assignments is lower than 59%. CIS & PSEO courses must follow collegiate regulations so they may differ depending upon the course.

If a student fails a required class in grades 7-8, the student team will review data to determine the best interventions for a student. This may include summer school, retention, or interventions. If a student fails a required class in grades 9-12, he/she must repeat that class the following year. Credits may also be made up through school-approved online courses, summer school courses, or night classes. Students will not be allowed to graduate if all the requirements are not met. Refer to the current Graduation Policy.

Any student who drops a course after the first full week of the semester will receive an F for the quarter and semester and will remain on your report card. (Extenuating circumstances may apply.)

ATTENDANCE INFORMATION

Attendance

ISD 2909 is committed to maximizing instructional time. Students present in class are proven to have higher student achievement and dedication to personal growth. We are continuously striving to improve the academic success and social/emotional learning of our students; school attendance and punctuality are foundational pieces of the process. We ask students, parents, and guardians to partner with us in proactively making attendance a priority every day. These procedures recognize that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. These practices will assist students in attending class.

Minnesota State Law: (a) Every child between seven and 17 years of age must receive instruction unless the child has graduated. Every child under the age of seven who is enrolled in a half-day kindergarten program shall receive instruction except as provided in subdivision 6, a parent may withdraw a child under the age of seven from enrollment at any time. (b) A school district by annual board action may require children subject to this subdivision to receive instruction in summer school. A district that acts to require children to receive instruction in summer school shall establish at the time of its action the criteria for determining which children must receive instruction. (c) A pupil 16 years of age or older who meets the criteria of MN 1234D.68, subdivision 2, may be assigned to an area learning center. Such assignment may be made only after consultation with the principal, area learning center director, and parent or guardian.

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. Students are required to make up all assignments or to complete alternative assignments for all absences as deemed appropriate by the classroom teacher.

Tardies

Students arriving after the beginning of their class will be marked tardy. If students arrive 10 minutes after the start of class they will be marked absent.

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.

Teacher's/Supervisor's Responsibility

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

Administrator's Responsibility It is the administrator's responsibility to require students to attend all assigned classes and study halls.

Expectations

Rock Ridge district policy states that students are allowed a maximum of 10 absences per semester course. Absences that are considered exempt in the following chart do not count within the 10 allowable absences. Other days missed, including illnesses not verified by a medical practitioner will count towards a student’s maximum number of allowable absences. Under no condition shall a student leave the school without permission from the nurse or office administration. If a student leaves without permission, he/she will be considered truant. Once permission has been granted, the student must sign out in the office. While teachers should remind students of excessive absenteeism, it is the student’s responsibility to ultimately be responsible for tracking his or her own absences by checking the student information system or asking the office for support. Families are encouraged to plan vacations around the school calendar.

EXEMPT Absences Do Not Count Towards 10	EXCUSED Absences Count Towards 10	UNEXCUSED Absences Count Towards 10
<p>Documented Medical Code M for Medical -Appointments w/ Medical Note -Illness & Injuries w/ Medical Note -School Nurse Recommendation</p> <p>School Related Activities Code S for School Excused -School Related Assessment -Sport/Activity Participation -College Visits w/ Documentation -Career Visits w/Documentation</p> <p>Administrative Referral Code I for ISS -In School Suspension Code O for OSS Out of School Suspension</p> <p>Discretion of Administration Code X for Exempt -Prior Approval Required -Community Service -Funerals of Immediate Family -Documented Legal Concerns -Religious/Cultural Observance</p>	<p>Undocumented Medical Code AE for Absence Excuse -Illness -Injury -Appointments w/out Documentation -Serious Illness of Family</p> <p>Physical Emergencies Code AE for Absence Excuses -Fire or Similar Disturbance -Weather Related</p> <p>Funerals Code AE for Absence Excuses -Non-Immediate Family</p> <p>Family Leave/Vacations Code AE for Absence Excuses -Please make every effort to communicate with your teacher prior to your absence</p> <p>Non-School Related Activities Code AE for Absence Excuses -Community Activities</p> <p>Unforeseen Circumstances Code AE for Absence Excuses -Oversleeping -Transportation Trouble</p> <p>Once a student has reached 10 cumulative excused/unexcused absences in a semester, all future absences will be coded as unexcused unless it is considered exempt.</p>	<p>Uncleared Absences Code AU for Absence</p> <p>-Any absence that is not cleared by a parent/guardian within 24 hours</p> <p>Truancy Code TR for Truancy</p> <p>-Any absence in which a student leaves the building without parent/guardian notification</p> <p>-Any absence in which a student is not in the assigned location without prior notification</p> <p>Once a student has reached 10 cumulative excused/unexcused absences in a semester, all future absences will be coded as unexcused unless it is considered exempt.</p>

Teachers in grades 7-12 will record an INCOMPLETE for all students over 10 allowable absences at the quarter or semester report cards. The comment “excessive absences” will be included to indicate that the incomplete is only for absences and not incomplete work. Students will then be given 2 additional weeks to make up the absences before the earned grade is finalized and no credit is granted at the semester end. Students participating in MSHSL activities will not be eligible until the incomplete has been made up or turns into no credit at which time additional eligibility requirements will be reviewed.

Open-Enrolled Students

Under MN Statute 124D.03, subdivision 12, open enrolled students may be assigned to their home district if they meet the definition of habitual truant and have been referred as indicated by law for truancy. A habitual truant is a child under the age of 16 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school.

Co-Curricular Sport and Activity Absences

Students participating in co-curricular activities must be present for all classes preceding the activity unless pre-excused by administration in order to be eligible for practice or games.

Students participating in co-curricular activities on school evenings are expected to be in attendance for all periods the next school day unless excused by administration to remain eligible.

Over Ten Cumulative Absences

The purpose of attendance interventions are to reengage students with the school community. We recognize the students and families may be struggling with a variety of concerns and we recognize the need to work together to reengage students with the positive supports a school community can offer. Research shows that students connected to school are less likely to miss classes and more likely to graduate on time.

Students in grades 9-12 must participate in reengagement activities to ensure they do not lose credit. Students that do not make up the absences over 10 in each course may receive their letter grade on their transcript with a “no credit.” This means that students will be required to retake the course in order to receive credit. In general, these absences must be made up prior to the end of the semester unless special arrangements have been made with the administrator.

Time may be made up in a multitude of ways including, but not limited to:

- ~time with a staff member before school (at teacher’s discretion)
- ~time with a staff member at lunch (at teacher’s discretion)
- ~time with a staff member after school (at teacher’s discretion)
- ~time with staff member during study hall (at teacher’s discretion)
- ~attending lunch or after school detention
- ~participating in ongoing chemical dependency supports
- ~participating in ongoing mental health, counseling, or medical supports
- ~joining and participating in a new club or sport (this must be a new activity)
- ~volunteering for school related activities (see office, teachers, or coaches for ideas)
- ~participating in after school tutoring
- ~participating in ‘Check and Connect’ activities
- ~other activities approved by individual teachers or administration

While students are encouraged to make the arrangements with individual teachers, administration reserves the right to approve specific options for reengaging with the school community.

Notifications

Daily

Daily notifications will be sent via electronic systems for all absences not cleared by a parent/guardian.

Continuing Truant (3 Unexcused Absences)

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

1. Three days if the child is in elementary school; or
2. Three or more class periods in three days if the child is in secondary school.

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardians.

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 Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the 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 Minn. Stat. Ch. 260;
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 Minn. Stat. § 260C.201.

Habitual Truant (7 Unexcused Absences)

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 if the child is in elementary school or for one or more class periods on seven school days 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 and who has not lawfully withdrawn from school.

A principal shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Once a student has reached 7 excused or unexcused absences in any one course, a formal notification will be provided to the student and his/her guardian. This notification will be generated only one time per semester regardless of additional absences and serves as a reminder that students may lose credit if they exceed the 10 allowable absences. These reports and letters will be sent at one specified time each month and may not be immediately upon accruing 7 absences.

Chronically Truant (9 Unexcused Absences)

A chronically absent student will be required to participate in a parent/guardian, student, administrative conference to discuss absenteeism, possible interventions, and appropriate consequences. These conferences will serve as a notification that students accruing 10 or more absences may lose credit in each specific course unless interventions are successful.

Once a student has reached 11 or more excused or unexcused absences in any one course, a student will be required to make up absences and turn the documentation into the office in order to earn the credit for a course regardless of the grade earned. The code will be changed when students make up the absence.

Failure to make up the required absences may result in loss of credit, a truancy referral to appropriate agencies, discontinuance of open enrollment, transfer to an alternative education program, or a combination of listed consequences

RULES AND POLICIES

The matrix included is not all inclusive, but is representative of the most common discipline concerns affecting our schools. Subsequently the consequences listed are not definitive and school administration has the right to deviate from the chart based on the investigation findings for each incident.

Infraction	1st Offense	2nd Offense	3rd Offense
Bullying Contributing to the Continuance of Bullying	1 hour detention	1-3 days ISS or OSS	4-5 days ISS or OSS Possible Expulsion
Cheating/Plagiarism	Zero on assignment NHS Eligibility Review	F for the quarter	F for the semester
Dress Code Violation	Warning Change Clothing	Warning Change Clothing	ISS & Parent Conference Change Clothing
Drug Sales and Distribution	OSS/Expulsion Police Referral	OSS/Expulsion Police Referral	OSS/Expulsion Police Referral
Drug/Synthetic/Alcohol Use or Possession	3 days OSS, Police Referral Rule 25 Recommended	5 days OSS, Police Referral Rule 25 Required	10 days OSS, Possible Expulsion Police Referral Rule 25 Treatment Required
Fighting/Assault	1-3 days ISS/OSS Possible Police Referral	3-5 days ISS/OSS Possible Police Referral	OSS/Expulsion Police Referral
Harassment (Sexual, Religious, Racial)	1-3 days ISS/OSS Possible Police Referral	3-5 days ISS/OSS Possible Police Referral	OSS/Expulsion Police Referral
Inappropriate Language	1 hour detention	2 hours detention	ISS and parent conference
Insubordination	Reviewed by Principal	Reviewed by Principal	Reviewed by Principal
Misuse of Technology	Review Policies and Detention	WiFi restriction Check in/out	Reviewed by Principal
Public Display of Affection	Warning	Detention	Detention/ISS
Safety Concerns	Principal Discretion w/ Possible Police Referral		
Skipping Detention	Warning	Detention added	ISS/OSS/Administrative Discretion
Theft & Vandalism	1-5 days ISS/OSS and Restitution; Possible Police Referral	1-5 days ISS/OSS and Restitution; Police Referral	OSS/Expulsion/Restitution/ Police Referral
Tobacco/E-cig/Vape Use or Possession	3 days ISS Police Referral	5 days ISS Police Referral	5 days OSS Police Referral
Tardy	Teacher Warning	Teacher Log Entry for 1 hour detention or equivalent for tardy #4-#10	10+ Administrative Discretion; Parent Conference
Truancy/Skipping	2 Hours Detention for Every Hour; Ineligible for Sports/Activities Until Complete	2 Hours Detention for Every Hour; Ineligible for Sports/ Activities Until Complete; Loss of Open Lunch	Administrative Discretion
Weapon Possession	OSS/Expulsion Police Referral	OSS/Expulsion Police Referral	OSS/Expulsion Police Referral

Bus Conduct

Consequences for failure to follow bus safety rules or other school rules are consistent with all other school policies and practices. Please remember that school transportation is a privilege and not a right. Administration reserves the right to remove students from school transportation.

Cafeteria

Breakfast and lunch are served daily in the cafeteria. Application is required to receive the free and reduced lunch meal benefit. However, students will be charged \$2.90/lunch and \$2.25/breakfast (updated for 2022-2023 school year).

Students in grades 7-9 must remain on campus during the entire lunch period. No student will leave the lunch area during this time except when excused by a supervisor.

Students in grades 10-12 may leave campus; however, students that are not observing safety protocols may have open lunch revoked.

1. All students will observe the following rules for the well being of all who eat and work in the cafeteria.
2. Books should be kept at the student's seat.
3. Voices should be kept to a conversational level.
4. No eating food or drinking in the halls.
5. Each student is responsible for cleaning up. Students must leave their table free of trays, food or litter.
6. Students will use garbage or recycling receptacles provided.
7. Throwing of anything is not allowed. Offenders will be given consequences.
8. Trays are to be brought to the window in the cafeteria when finished, if applicable. You are responsible for your own tray and area of the table.
9. Students may not break in line (no cuts).

Cell Phones/iPads/Other Electronic Devices

Rock Ridge Public Schools holds high expectations for student behavior, academic integrity and responsible use of personal electronic devices. Students who possess or use such devices at school must do so with the greatest respect for the educational environment and the rights and privacy of all individuals within the school community.

Technology use is allowed at lunch, during passing periods unless it becomes a tardy/truancy concern, before school, and after school. Cell phone use during class is determined by each individual teacher for educational purposes only.

1. Cell phone usage is not allowed during lockdowns or fire drills.
2. Students are not allowed to take pictures or videos of any student or staff member without the express written consent of all parties involved.
3. Electronic video devices in any locker room is strictly forbidden.

CONSEQUENCES FOR USE OF CELL PHONES OR ELECTRONIC DEVICES

1st OFFENSE	2nd OFFENSE	3rd + OFFENSES
An employee shall direct the student to turn in their electronic device for the hour. The teacher will return it to the student at the end of the class period.	The second infraction shall result in disciplinary referral and the phone turned into the office immediately. The office will return it to the student at the end of the day.	The third infraction shall result in disciplinary referral and the phone turned into the office immediately. The office will return it to the parent/guardian.

Repeated Infractions: A behavioral contract will be written and include loss of privileges to possess a cellular phone or electronic device at school for a set period of time.

Detention Procedures

Detention is a form of discipline for students who choose to behave inappropriately.

1. Detention will be held Tuesday or Thursday after school or with special arrangement for another day.
2. The student will have one week from the time the infraction occurred until the detention is served. This allows parents/guardians and students to make arrangements for transportation. If the student fails to be at detention, an extra hour will be added. Third and future consequences are at administrative discretion.
3. Students will serve assigned detention from 3:15 to 4:15 p.m.
4. Students will bring everything they will be taking home with them to detention. Students will not be allowed to go to their locker after detention.
5. Teachers in charge of detention will escort students out Door #5 at VHS or nearest the exit at EG.
6. Students will take a seat and sit up for the entire period. Students will be permitted to do homework assignments during detention. Students may not talk, sleep, or use electronic devices for play only.
7. Inappropriate behavior in detention will result in added consequences. If the student is tardy getting to detention, the student will receive additional consequences.
8. Parents/guardians will provide transportation for detention.

Dress Code

It is the policy of this school district to encourage students to be dressed appropriately for school and school related activities in keeping with community standards. This is a joint responsibility of the student and the student's parent or guardian. Any apparel, hair style, cosmetics, or jewelry — even if not specifically mentioned which poses a threat to the health or safety of the student or others, or disrupts the educational process is not acceptable. Inappropriate body markings and clothing at school and school related activities includes, but is not limited to the following:

1. Clothing that exposes the midriff or chest, intentional exposure of undergarments or undergarments that are worn as outer garments, and other clothing that is not in keeping with community standards. "Short shorts," skimpy tank tops, tops that expose the midriff. See-through or sexually suggestive apparel, which exposes the body in an inappropriate or suggestive manner.
2. Wearing of masks or costumes (except those necessary for COVID protection), painted faces, disguises or grooming that limits or prevents the identification of a student or substantially disrupts the learning environment.
3. Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco, or any other product that is illegal for use by minors. Clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups or gangs.
4. Students are allowed to wear hats in the common spaces of the building and in the classroom as determined by each individual teacher. Hats should adhere to the same dress expectations. As with other dress code guidelines, hats with inappropriate school language, symbols, or other factors will not be allowed. Students who do not follow the dress expectation may lose this privilege or other privileges. Exceptions will be made for religious, medical, or school related reasons.

Enforcement of the dress code is under the discretion of School Staff & Administration.

Internet Policy

Rock Ridge Public Schools' Internet Use Policy Statement

Students are responsible for good behavior on school computer networks just as they are in a classroom or school hallway. Communications on the network are to be considered public in nature. General school rules for behavior and communications apply. Network resources are provided for students to conduct research and communicate with others in relation to school work. Access to network services is given to students who agree to act in a responsible manner. Access is a privilege, not a right. Therefore, based upon the acceptable use guidelines outlined in this document, the administration and staff will deem what is inappropriate use and their decisions are final. Upon identification of inappropriate use of network services by the administration, faculty, and staff, access may be denied, revoked, or suspended at any time.

Lockers and School Assigned Locks

School lockers are assigned according to grade. Students will be required to keep the locker they are assigned. They should report to the office if they have a legitimate reason to request a change of locker assignment. Locks are recommended and the student is responsible for keeping his/her locker neat, orderly, and safe. Any vandalism to the lockers will be cleaned and/or repaired by the students or by a custodian with the student providing restitution for materials and labor.

EG students may only use the locks provided by the school.

VHS students may only use a school provided lock.

The school district is not responsible for any valuables that are placed in lockers and are lost or stolen, including district issued equipment. If students must carry valuables to school, they should check them in for safe-keeping with office personnel. Students are responsible for items found in their assigned locker. Students should not share lockers. If they choose to share, both parties will be held accountable if there are any violations. Students and parents should familiarize themselves with the district policy relating to the search of student lockers located in the policy section of the website. (See Policy 502.)

Parking

Eveleth-Gilbert High School

The parking lot is considered part of the school grounds and all rules and regulations of the school apply, including search policies.

1. Students are not permitted to enter any car in the student parking lot when school is in session without prior approval from the office.
2. The parking lot is to be used for student, staff, visitors, maintenance, and handicapped parking. Students are not to park in the reserved teacher, visitor and handicapped areas. Also, there is no parking in the center of the key or along the yellow curb at any time.
3. Vehicles displaying offensive flags, bumper stickers, etc. will not be allowed in the lot.
4. Students must leave the fire lanes open.
5. Students should not speed and/or drive recklessly on or near school property. Students should avoid use of horns or revving engines in the school parking lot.
6. As per city ordinance the City Council approved “No Parking” along the west curb of Fayal Avenue from Jones street south for approximately seventy feet.

Students who are participating in extracurricular activities may get a temporary parking pass from the office on days when an away game or event results in a return time after dark. We would prefer they request a temporary permit prior to the team leaving rather than walk to cars parked on the street late at night. Students and parents should familiarize themselves with the district policy regarding student use and parking of motor vehicles (See Policy 527.)

Virginia High School

VHS does not have student parking lots available for students due to limited space. Therefore, students are not allowed to park in any school parking lot during school hours. School personnel will check cars parked in all school lots for a school-issued staff parking permit. A car without a school-issued staff permit will be issued one parking violation warning. A second parking violation will result in the car being towed at the owner’s expense.

Passes

Excused Study Halls -Off Campus Eligibility

Eleventh and Twelfth graders have the opportunity to be excused from their study hall and be approved to leave the building if they meet the following criteria:

1. Earn a minimum GPA of 3.0 the previous quarter and earn all passing grades. Students will not be rechecked at midterms to earn access; however, student grades will be checked at midterm to ensure they remain eligible.
2. Maintain all passing grades for the quarter once permission is granted or pass is revoked.
3. Acquire Parent/Guardian/Administrator permission.
4. Remain in good standing for attendance (under 10) and disciplinary requirements.
5. Students must stay in study hall as assigned until their schedule is changed.

Excused Study Halls -Off Campus Eligibility On Campus Eligibility

Ninth through Twelfth graders have the opportunity to be excused from their study hall to another location within the building if they meet the following criteria:

1. Earn a minimum GPA of 2.5 the previous quarter and earn all passing grades. Students will not be rechecked at midterms to earn access; however, student grades will be checked at midterm to ensure they remain eligible.
2. Maintain all passing grades for the quarter once permission is granted or pass is revoked. Page 23 of 38
3. Acquire Parent/Guardian/Administrator permission.
4. Remain in good standing for attendance (under 10) and disciplinary requirements.
5. Students must stay in study hall as assigned until their schedule is changed.
6. If a teacher/administrator requests you to be removed from their supervision, you will forfeit all out of study hall passes for the remainder of the quarter.
7. Students must stay in study hall as assigned until their schedule is changed.

Hall Passes

Students must have a signed student pass from a teacher or the office when they go from place to place in the building during the day, unless they are directly supervised by a teacher. This includes passes to the Media Center. Students who are allowed to go to the Media Center from any class or study hall are expected to be actively working in the Media Center. If you are not you will be sent back to your classroom.

Off Campus Pass

To leave the school during the school day, a student will need a student pass from the office and sign out. To obtain this pass, a student must have a parent/guardian call, email or give a written request into the school office. Students leaving the building without signing out will be considered truant. This pass is given out, but not limited to: court appearances, probation visits, dentist and clinic appointments, church participation activity, family emergencies, funerals, and illness during the day.

Public Displays of Affection

The public display of affection is not acceptable school behavior. Respect yourself and the rights of others by demonstrating appropriate school behavior. Students are expected to refrain from intimate behavior including kissing, embracing, intimate touching, etc, and other inappropriate contact in the halls, classrooms, on school grounds and at school events. Staff may correct students if their behavior is not acceptable. Students should accept redirection in a constructive manner in an effort to maintain a proper, respectful, and educational atmosphere for all students and employees in the building.

Removal from Class

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

Occurrence	Consequence
1	It will be documented by the teacher and the parent will be notified by the teacher. The student may also receive additional disciplinary action.
2	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.
3	The school team will discuss alternative programming options for the student, which may include removal from class and loss of credit.

Skateboards & Rollerblades

Skateboarding and rollerblading are not allowed on school property.

Tobacco Free Schools

Use or possession of tobacco products including electronic nicotine delivery systems in the building, on school property, during school activities, or leaving school grounds during school hours will not be tolerated.

Violators of this regulation will receive consequences consistent with school policy and students will not be readmitted until after a parent/guardian has been contacted by the administration. Cigarettes, electronic cigarettes, vaping devices and paraphernalia or other tobacco products are not to be carried by students within the school during school hours. Students should realize the State High School League rules carry a penalty for smoking and tobacco use that also will be enforced by the School. b. Minnesota Statute 609.685, subd. 3, a state that possession or use of tobacco or tobacco related devices by anyone under the age of 18 is unlawful. Because of the health consequences for our youth and the mixed message that is given when laws are not enforced, the NO SMOKING LAW for those under the age of 18 will be enforced. Law enforcement officials will be contacted for violation of the district's policy.

Pupil Fair Dismissal Act

All students are protected under the Pupil Fair Dismissal Act. Students who are involved in suspension from school should ask what their rights are under this act. See the Assistant Principal for a copy of this document.

SPORTS & ACTIVITIES

Student Options and Fees for Athletic & Activity can be found by clicking: <https://rrps.org/activities/athletics/>

All students in grades 7-12 who participate in extracurricular activities outside of the classroom whether they are extra-curricular, co-curricular or athletics, are subject to the same eligibility requirements. It will be the duty of the sponsor of an activity to inform all participants as to the scholastic eligibility requirements. In order to participate in any MSHSL-sponsored activity, a student must meet all eligibility requirements set forth by the MSHSL and Rock Ridge Public Schools. These eligibility requirements are listed in the MSHSL Athletic Eligibility Information, which must be read and signed by each student and his/her parent/guardian prior to participating in the activity.

Academic Eligibility

MSHSL Athletics & Activities Academic Eligibility Procedures

1. Grades will be checked quarterly and at midterms for a total of 8 times per year.
2. Students must have zero failing grades at each marking period to remain eligible.
3. Students cannot have incomplete grades. Students that earn an incomplete are ineligible to play until the incomplete has been made up and recorded in the office. If the ineligibility was the result of an incomplete grade, eligibility may be re-established once work for the incomplete grade is made up and the grade change is made in the office.
4. First quarter grades will determine winter sport eligibility regardless of the activity start date.
5. Fourth quarter grades will determine fall sport eligibility regardless of the activity start date.

MSHSL Athletics & Activities Academic Eligibility Consequences

Mid-Term Eligibility

1. Students can earn eligibility immediately following midterms as soon as they are passing all classes.
2. Students may travel with the team, if allowed by the coach, as long as they are not missing any class in order to do so.

Quarter Eligibility

1. Athletic/Activity schedules with 15 or fewer scheduled contests will serve a 1 contest penalty.
2. Athletic/Activity schedules with 16 or more scheduled contests will serve a 2 contest penalty.
3. Students must be passing all classes to resume eligibility.
4. Students may travel with the team, if allowed by the coach, as long as they are not missing any class in order to do so.
5. In an event where a student is academically ineligible and only participates in a category 2 activity, that student will follow the MSHSL guidelines for Category 2 activities for violations.

All Other Non-MSHSL

All Other Non-MSHSL Activities

No policy for any student grades 7-12

Attendance Eligibility

Any students who are considered to be chronically truant from school may be suspended from extracurricular activities under MSHSL Policy 206.

MSHSL Athletics & Activities Attendance Eligibility Consequences

Students participating in co-curricular or school sponsored clubs, sports, and activities must be present for all classes preceding any practice, activity, concert, contest, or game. Excuses documented by a medical note or funeral arrangement are exempt.

Students with 11+ accumulated absences are not eligible to participate in athletics or activities. If a student has exceeded the 10 allowable absences, he/she must make up the time to return to eligible status.

Code of Conduct Eligibility

Chemical Eligibility

The Minnesota State High School League recognizes the use of mood-altering chemicals including drugs, alcohol, tobacco, vaping, or other similar items as a significant health problem for many adolescents, resulting in negative effects on behavior, learning and the total development of each individual. The misuse and abuse of mood-altering chemicals for some adolescents affect co-curricular participation and development of related skills. Others are affected by the misuse and abuse by family, team members or other significant persons in their lives. Penalties shall be accumulative beginning with the student's first enrollment. This includes all students in grades 7-12. Rock Ridge Public Schools enforces the following chemical eligibility policies. Students violating the chemical policy will be subject to both Category I and Category II consequences, if applicable.

Students not accompanied by their parents are prohibited from entering bar areas, liquor establishments, or attending parties where liquor is made available to high school students. **This rule puts the burden on the student to know, in advance, whether alcoholic beverages will be made available to students at a party.** If there is any doubt, the student or parent/guardian should contact the host family to determine whether alcoholic beverages will be served. Students violating this rule are not eligible to participate in activities sponsored by the Rock Ridge schools for a period consistent with the Minnesota State High School League Rules (MSHSL Bylaw Section 205.00 regarding the Use of Mood Altering Chemicals, i.e. Alcohol, Tobacco, Drugs or Marijuana). A student employed by a business establishment is exempt from this rule while working.

Category I

This includes all MSHSL sponsored activities in which the member school has a schedule of interscholastic contests, including league sponsored tournaments. This includes all Athletics, Speech & Debate Team, One Act Play, Robotics (if a season is scheduled), and other new activities if they meet the definition .

Category II

This includes MSHSL sponsored activities in which a member school does not have a schedule of interscholastic events. This includes Music Contests (including sections, subsections, state, etc), One Act Play, if only participating in one league sponsored tournament, Robotics, if only participating in one league sponsored tournament, Knowledge Bowl, Math Counts and other new activities if they meet the definition.

Violation	Category 1	Category 2	Special Provision
1st Violation	The student shall lose eligibility for the next 2 consecutive interscholastic contests or two weeks, 14 calendar days, whichever is greater.	The student shall lose eligibility for the next contest or until 15 hours of community service is documented. The community service must be pre-approved by the administration and coaching staff of the activity.	
2nd Violation	The student shall lose eligibility for the next 9 consecutive interscholastic contests or 5 weeks, 35 calendar days whichever is greater.	The student shall lose eligibility for the next 2 contests or until 30 hours of community service is documented. The community service must be pre-approved by the administration and coaching staff of the activity.	
3rd + Violations	The student shall lose eligibility for the next 18 consecutive interscholastic contests or 7 weeks, 49 calendar days whichever is greater.	The student shall lose eligibility for the next 4 contests or until 45 hours of community service is documented. The community service must be pre-approved by the administration and coaching staff of the activity	A student who chooses to become a participant in a treatment program may become eligible for participation after a minimum period of six weeks after entering treatment if all of the following conditions are met: A) The student is assessed as chemically dependent B) The student enters treatment voluntarily C) The director of the treatment center certifies that the student is successfully participating and/or has successfully completed the treatment program D) All prior violation consequences must still be served.

Good Standing Eligibility

Any student over the allowable absentee policy and any student with more than one detention [or other school consequence] to serve is not in good standing and is ineligible for extra curricular activities until all school consequences have been served.

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

Bylaw 206 can be enacted for a variety of reasons beyond chemical eligibility and is not appealable.

Dances

Eveleth-Gilbert High School

To attend the Prom and Turnabout dances, a student may not have any outstanding disciplinary consequences, including detentions or seat time. ALL SEAT TIME AND DETENTION HOURS MUST BE SERVED BEFORE STUDENTS WILL BE ALLOWED TO PURCHASE A TICKET. All other infractions will follow the district wide discipline policy for the length of that violation. Only students in 11-12 grades may go to the

Prom. Students in tenth grade may attend if asked by a student in 11-12 grades. Only students under the age of twenty-one (21) may attend. Ninth grade students will be eligible to attend Turnabout, but not Prom.

The visitor policy for dances requires any guests to be within the age and grade restrictions listed above. They must be currently enrolled in a school and their principal must be contacted to determine if they are in good standing at their home school. The required form must be completed with all signatures and turned in to the high school office on time. Guests who have already graduated must still have this form filled out by the principal of the school they graduated from. Permission for visitors may only be granted by the high school principal and may be denied even if the form is signed and returned. Any unapproved guests or guests in violation of rules or expectations will be removed from the event immediately as will the student who invited them.

Royalty Candidates

If a student receives a quarter grade of an "F" in the quarter previous to Homecoming or Snow Week, that individual is not eligible to become a King or Queen candidate or to be in the court. The 4th quarter grades (for Homecoming) and the most recent quarter grades for Snow Week will be reviewed for failure violations.

When the court has been established, the candidates will meet with the Activities Director and advisor who will inform them of the district-wide discipline policy, which they will follow. If a royal court member violates a rule from the district-wide discipline policy (after an investigation by the Principal), he/she will be removed immediately from the entire event. This includes participation in the coronation, athletic event, or any other scheduled event during the length of that activity. If the royalty student was elected King/Queen and he/she received a violation before Homecoming or Snow Week, the student receiving the second most votes would become King or Queen. The infraction, depending upon the severity, could involve out-of-school suspension and/or notification of local law enforcement.

Transportation Policy for Students

Participants in extracurricular contests must use transportation provided by the school. The only exception is in the event that parents request in writing via the Rock Ridge extra-curricular alternate transportation form to have their student ride with a parent, grandparent or immediate family member, in which case they assume all responsibility. No student may ride with another student under any circumstance.

Students with outstanding violations relating to alcohol, tobacco, or other mood altering chemicals will not be approved for overnight or out of state travel.

Weather Related Policy

Please be aware that just because school is closed, it does not mean all Rock Ridge School District events and contests are canceled. Our policy is such that if school is closed before the start and the weather improves throughout the day, the administration can decide to play games as scheduled.

Wednesday & Sunday Activities

It is the policy of the Rock Ridge School District to not schedule extra-curricular activities between 6:00 p.m. and 8:00 p.m. on Wednesdays. Playoff contests or other unforeseen circumstances could necessitate the scheduling of activities on Wednesday, but must be pre-approved by the activities director. Sunday practices are not allowed as stated in the rules of the Minnesota High School League.

National Honor Society

Rock Ridge Schools supports the National Honor Society in which the four criteria of scholarship (GPA), leadership, service and character are given equal weight in determining membership. Potential candidates will be contacted following the second marking period and given instruction on making the appropriate application for membership. The selection procedure shall be determined by the Faculty Council and shall be consistent with the rules and regulations of NHS. *The selection criteria is posted and available in the counseling office. NASSP shall not review the judgment of the Faculty Council regarding selection of individual members to local chapters.

Student Council

Student Council is an organization made up of students representing the student body. It furnishes responsible leadership training for student leaders. It is through this organization that student opinion and sentiment is brought to the attention of the faculty and administration.

Grades 9 -12

The Student Council consists of a total of 32 members, including a president, vice president, secretary and treasurer. The membership shall be elected to the Council each spring for the following year. The qualifications that one should look for when electing their representative and officers are: good character and positive leadership ability.

Grades 7 & 8

The Student Council in grades 7 & 8 has 8 students from each of the grades making a total of 16, including a president, vice president, secretary, and treasurer. The incoming seventh grade elects their representatives in the fall, while the current 7th grade elects next year's representatives in the spring.

SCHOOL POLICY LINKS & REQUIRED INCLUSIONS

Policies-The following is a partial list of selected student policies. For a complete list of policies for ISD #2909, please refer to our website at www.rpps.org under “District”, “School Board”, and “Board Policies”. The green links will bring you directly to the policy. It is the policy of the Rock Ridge Public Schools to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence.

Policy 413: Harassment

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, or disability.

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, or disability. 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, or disability.

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, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes 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, or disability.

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, or disability, 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, 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: a. has a physical, sensory, or mental impairment which materially limits one or more major life activities; 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 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, 413-3 includes protection against harassment 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 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 gender.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas. 2. Sexual violence may include, but is not limited to:

- a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

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, or disability.

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, or disability by a student, teacher, administrator, or other school 413-5 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 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 413-6 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 Jeff Carey as the school district human rights officer 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 with the High School Principal.

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 413-8 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 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, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.

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

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, and resourcefulness.

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

Policy 501: Weapons Policy

Any student found to be in possession of a weapon on district property or at a district-sponsored activity may be expelled from school for up to one year and may be subject to other appropriate disciplinary action.

Policy 502: Search of Student Lockers, Desks, Personal Possessions, and Student's Person The purpose of this policy is to provide for a safe and healthful educational environment by enforcing Rock Ridge Public School's policies against contraband.

Policy 503: Attendance

Administration and staff will inform parents of the options available to them to excuse their child from school when necessary.

Policy 504: Student Dress and Appearance

The dress and grooming of students becomes the concern of the school if it causes disruption of the educational program or is offensive or inappropriate to others. Students should dress in a manner that takes into consideration the educational environment, safety, health and welfare of others.

Policy 506: Student Discipline

The purpose of this policy is to ensure that students are aware of and comply with the School District's expectations for student conduct. The School District will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

Policy 514: Bullying

An act of bullying, by either an individual student or a group of students, is expressly prohibited on District property or at school-related functions. 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.

Definitions

For purposes of this policy, the definitions included in this section apply. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive **and** 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** 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.

"Cyber-bullying" 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.

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

"Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that 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;

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 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.

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, 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 cyber-bullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.**

1. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
2. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
3. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
4. False accusations or reports of bullying against another student are prohibited.
5. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506).

Reporting Procedure

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.

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.

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.

School District Action

Consequences for students who commit prohibited acts of bullying may range from remedial responses or 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. 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.

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.

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. 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. 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.

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.

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.

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.

Policy 515: Protection and Privacy of Pupil Records

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.

Policy 526: Hazing Prohibition

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy. D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and expulsion. Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The school district will act to investigate all complaints of hazing 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

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

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

C. "On school premises or school district property, or 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 hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. D. "Remedial response" means a measure to stop and correct

hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.

E. "Student" means a student enrolled in a public school or a charter school.

F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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.

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.

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

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing 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 hazing and the record of any resulting investigation. F. 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.

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials 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 hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

C. The alleged perpetrator of the hazing 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 hazing 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 the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and 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 or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or to respond to hazing 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) 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 hazing.

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 hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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.

Minnesota Statewide Assessment - Student Participation

For Minnesota's statewide assessments to reflect the full impact of district- and state-level implementation of the applicable standards, as well as district-level success at teaching the standards, it is important for all Minnesota students to take the statewide tests. The impact of this data spans the state, impacts each district, and demonstrates clear trends across time. The data on today's third graders, for example, helps us understand those same students learning in fifth, ninth, and 12th grade. Also, today's third graders help us understand every third grade class for years to come, and whether changes to curriculum, efforts toward equity, and emphasis on inclusion make a substantial difference to our students.

In addition, English learners must take the ACCESS and Alternate ACCESS to exit English language instruction. Without these test scores, students will continue to receive English learner services.

[Statewide Assessments: 2022-23 Parent/Guardian Participation Guide and Refusal Information](#) - 4/21/22

This version of the form will be used for the 2022–23 school year.



Elementary Student Handbook

Laurentian Elementary
1409 Progress Parkway
Eveleth, MN 55734
218-735-6201

North Star Elementary
602 Fayal Avenue.
Eveleth, M 55734
218-742-3944

Parkview Elementary
506 North 9th Ave.
Virginia, MN 55792
218-742-3801

Rock Ridge Vision

- 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 world

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DISTRICT CALENDAR

Rock Ridge Schools

2022-2023 School Calendar

July					
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

August					T-2
1	2	3	4	5	S-0
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

September					T-20
			1	2	S-19
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

October					T-19
3	4	5*	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

November					T-20
	1	2	3	4	S-19
7	8**	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30^			

December					T-17
			1	2	S-17
5	6	7	8	9	
12*	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

January					T-21
2	3	4	5	6	S-20
9	10	11	12	13	
16	17	18	19	20**	
23	24	25	26	27	
30	31				

February					T-19
		1	2	3	S-19
6	7	8	9	10	
13	14	15	16	17	
20	21	22*	23	24	
27	28				

March					T-19
		1^	2	3	S-18
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31**	

April					T-19
3	4	5	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

May					T-22
1	2*	3	4	5	S-22
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

June					T-2
			1**	2	S-1
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

	First & Last Pupil Days
	No School
	Early Release Wednesdays
	Student Contact Days
	Teacher Inservice Days
	Conference Exchange Day

*Midterm (Quarter 1)	Oct. 5
**Quarter 1	Nov. 8
*Midterm (Quarter 2)	Dec. 12
**Quarter 2	Jan. 20
*Midterm (Quarter 3)	Feb. 22
**Quarter 3	Mar. 31
*Midterm (Quarter 4)	May 2
**Quarter 4	Jun. 1

^Trimester 1	Nov. 30
^Trimester 2	Mar. 01
^Trimester 3	Jun. 01
Pupil Days	173
Inservice days	7
Teacher Contract Days	180

ARRIVAL AND SCHOOL DISMISSAL

All elementary students are expected to attend school daily and to report to class on time. The start and end times for each building will vary. Please see the chart below for details.

	Drop off time	Start time	End Time	Wednesday Dismissal
Laurentian	7:30 AM	8:05 AM	2:55 PM	1:55 PM
North Star	7:30 AM	8:05 AM	2:55 PM	1:55 PM
Parkview	7:40 AM	8:20 AM	3:10 PM	2:10 PM

If you need to pick up your child during school hours, please contact your school secretary to make arrangements for pick-up. Please do not ask us to send your child home from school unattended. If plans for the care of your child after school should change, please notify our office by 1:30 p.m. These regulations are for the safety of your child. If your child is taking a bus to their after-school destination and is not a regular bus student, the office and bus driver must receive a note.

If for any reason you do not want your child released except for your care, please contact the elementary principal at the beginning of each school year, or when such circumstances arise. You need to put your request in writing.

All Wednesdays are early dismissal with students.

ATTENDANCE - Board Policy #503

ISD 2909 is committed to maximizing instructional time. Students present in class are proven to have higher student achievement and dedication to personal growth. We are continuously striving to improve the academic success and social/emotional learning of our students; school attendance and punctuality are foundational pieces of the process. We ask students, parents, and guardians to partner with us in proactively making attendance a priority every day. These procedures recognize that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. These practices will assist students in attending class.

Minnesota State Law: (a) Every child between seven and 17 years of age must receive instruction unless the child has graduated. Every child under the age of seven who is enrolled in a half-day kindergarten program shall receive instruction except as provided in subdivision 6, a parent may withdraw a child under the age of seven from enrollment at any time. (b) A school district by annual board action may require children subject to this subdivision to receive instruction in summer school. A district that acts to require children to receive instruction in summer school shall establish at the time of its action the criteria for determining which children must receive instruction. (c) A pupil 16 years of age or older who meets the criteria of MN 1234D.68, subdivision 2, may be assigned to an area learning center. Such assignment may be made only after consultation with the principal, area learning center director, and parent or guardian.

ABSENCES

If your child will be absent from school for any reason, please call your schools attendance line. Attendance is taken every school day by 9:00 AM. If your child is absent and we haven't received notice from a parent/guardian, a phone call home will be made. When you are calling the attendance line, please leave the following information:

- Child's Name
- Grade
- Teacher's Name
- Reason for absence
- Length of absence (if known)

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 every day that school is in session. Students are required to make up all assignments or to complete alternative assignments for all absences as deemed appropriate by the classroom teacher.

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.

Teacher's/Supervisor's Responsibility

It is the teacher's/supervisor's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class. It is also the teacher's/supervisor's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's/supervisor's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

Administrator's Responsibility

It is the administrator's responsibility to require students to attend all assigned classes.

EXPECTATIONS

Rock Ridge district policy states that students are allowed a maximum of 10 absences per semester course. Absences that are considered exempt in the following chart do not count within the 10 allowable absences. Other days missed, including illnesses not verified by a medical practitioner will count towards a student's maximum number of allowable absences. Under no condition shall a student leave the school without permission from the nurse or office administration. If a student leaves without permission, he/she will be considered truant. Once permission has been granted, the student must sign out in the office. While the teacher/school should remind families of excessive absenteeism, it is the responsibility of the parent/guardian to be responsible for tracking their child's absences by checking the student information system or asking the office for support.

EXEMPT Absences Do Not Count Towards 10	EXCUSED Absences Count Towards 10	UNEXCUSED Absences Count Towards 10
<p>Documented Medical Code M for Medical</p> <ul style="list-style-type: none"> - Appointments w/ Medical Note - Illness & Injuries w/ Medical Note - School Nurse Recommendation <p>School Related Activities Code S for School Excused</p> <ul style="list-style-type: none"> - School Related Assessment - Sport/Activity Participation - College Visits w/ Documentation - Career Visits w/Documentation <p>Administrative Referral Code I for I</p> <ul style="list-style-type: none"> - In School Suspension <p>Code O for OSS</p> <ul style="list-style-type: none"> - Out of School Suspension <p>Discretion of Administration Code X for Exempt</p> <ul style="list-style-type: none"> - Prior Approval Required - Community Service - Funerals of Immediate Family - Documented Legal Concerns - Religious/Cultural Observance 	<p>Undocumented Medical Code AE for Absence Excuse</p> <ul style="list-style-type: none"> - Illness - Injury - Appointments w/out Documentation - Serious Illness of Family <p>Physical Emergencies Code AE for Absence Excuses</p> <ul style="list-style-type: none"> - Fire or Similar Disturbance - Weather Related <p>Funerals Code AE for Absence Excuses</p> <ul style="list-style-type: none"> - Non-Immediate Family <p>Family Leave/Vacations Code AE for Absence Excuses</p> <ul style="list-style-type: none"> - Please make every effort to communicate with your teacher prior to your absence <p>Non-School Related Activities Code AE for Absence Excuses</p> <ul style="list-style-type: none"> - Community Activities <p>Unforeseen Circumstances Code AE for Absence Excuses</p> <ul style="list-style-type: none"> - Oversleeping - Transportation Trouble <p>Once a student has reached 10 cumulative excused/unexcused absences in a semester, all future absences will be coded as unexcused unless it is considered exempt.</p>	<p>Uncleared Absences Code AU for Absence</p> <ul style="list-style-type: none"> - Any absence that is not cleared by a parent/guardian within 24 hours <p>Truancy/Educational Neglect Code TR for Truancy/Educational Neglect</p> <ul style="list-style-type: none"> - Any absence in which a student leaves the building without parent/guardian notification - Any absence in which a student is not in the assigned location without prior notification <p>Once a student has reached 10 cumulative excused/unexcused absences in a semester, all future absences will be coded as unexcused unless it is considered exempt.</p>

OVER TEN CUMULATIVE ABSENCES

The purpose of attendance interventions is to reengage students with the school community. We recognize the students and families may be struggling with a variety of concerns and we recognize the need to work together to reengage students with the positive supports a school community can offer. Research shows that students connected to school are less likely to miss classes and more likely to graduate on time.

Students in grades K-8 with 10 or more absences will be enrolled in our Check & Connect mentoring program and/or referred to county truancy or educational neglect resources.

NOTIFICATIONS

Daily

Daily notifications will be sent via electronic systems for all absences not cleared by a parent/guardian.

Continuing Truant (3 Unexcused Absences)

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

1. Three days if the child is in elementary school

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardians.

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 Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the 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 Minn. Stat. Ch. 260;
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 Minn. Stat. § 260C.201.

Habitual Truant (7 Unexcused Absences)

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 if the child is in elementary school or for one or more class periods on seven school days 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 and who has not lawfully withdrawn from school.

A principal shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Once a student has reached 7 excused or unexcused absences, a formal notification will be provided to the student and his/her guardian. This notification will be generated only one time per semester regardless of additional absences. A student who has missed 7 or more days will result in a parent/guardian conference with administration to discuss absenteeism and possible interventions.

BIRTHDAYS

Please let the teacher know if you would like to send treats to class to celebrate your child's birthday. **All treats must be commercially made, as home-baked items cannot be given to students due to state health regulations.** We request that you send any party invitations to students through the mail instead of passing them out at school. It is easy for feelings to be hurt unintentionally when invitations are distributed at school.

BREAKFAST

The school cafeteria will be offering a daily breakfast program for those students who would like to participate. Students wishing to eat a school breakfast should go directly to the cafeteria upon arrival to **finish eating by the time school starts.** When students are finished, they are expected to empty their tray and go directly outside for morning recess or to their classroom depending on the time. Students are not to remain in the cafeteria to socialize.

BULLYING - Board Policy # 514

I. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. 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 that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
- 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 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, or false reporting of bullying, permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:
 - 1. The developmental 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;
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. 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. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. The school district will act to investigate all complaints of bullying 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.

II. 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 cyber bullying as defined in this policy.

- B. "Cyber bullying" 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.

III. 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.

IV. 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.

- 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.

V. 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.

BUS TRANSPORTATION

1. The bus driver has complete authority on the bus.
2. The school bus does not stop, nor does it wait for students who are not out at their designated school bus pick up location. Students who miss their bus through their own negligence must find their own transportation to or from school.
3. Students must ride their assigned bus to and from school unless administrative approval is granted. A written request must be made by a parent and the office must sign the request.
4. Students must board and leave their bus at the location designated by the district.
5. Permanent changes to the bus transportation (i.e. moving or change in before/after school care) must be made at least one week in advance by filling out a Transportation Change Request Form. Forms are available online or by contacting the office.

District Policy: Bus drivers will report serious and/or continued violations to the administration. Parents or guardians will be notified by letter. Transportation may be denied a student by school authorities for repeated or flagrant violation of bus rules. **NOTE: All School District Policies remain in effect while riding a school bus.**

CHILD ABUSE AND NEGLECT

District employees are required by law to immediately report evidence of child physical or sexual abuse, neglect, or emotional maltreatment to the Child Protection Unit of St. Louis County Social Services. Any person who is required to report this evidence and willfully fails to do so will be guilty of a misdemeanor. At the same time, any person who reports child physical or sexual abuse, neglect, or emotional maltreatment is immune from civil or criminal liability. The purpose of reporting such an incident is not to accuse or punish anyone but to help ensure that the situation does not continue.

CODE OF CONDUCT - Board Policy # 506

Code of Conduct: We believe that students and staff have a right to be safe, a right to be treated kindly, and a right to learn. To help ensure that these rights are upheld, we have adopted policies and procedures to give our students directions and set the limits which must be maintained to offer an effective learning environment. While each teacher will display his/her own set of classroom rules, the conduct guidelines that follow are implemented school wide.

	Respect for <i>People</i>	Respect for <i>Space</i>	Respect for <i>Learning</i>
School	<ul style="list-style-type: none"> Follow directions from adults Treat others with respect. Accept responsibility for your choices. 	<ul style="list-style-type: none"> Caring for property of school and others. Keep our school clean. 	<ul style="list-style-type: none"> Respect of the learning of others Be prepared with homework and supplies
Hallways	<ul style="list-style-type: none"> Voices off/low Hands to Self 	<ul style="list-style-type: none"> Walk behind the person in front of you Keep to the right side of the hallway 	<ul style="list-style-type: none"> Do not disturb learning
Common Spaces	<ul style="list-style-type: none"> Respect other's space Appropriate voices 	<ul style="list-style-type: none"> Value property / clean-up / help out Stay in one place 	<ul style="list-style-type: none"> Move in orderly fashion Walking feet Stay on task
Bathrooms	<ul style="list-style-type: none"> Quiet - no visiting Lock doors when in use Flush Wash hands with soap Let teachers know if there is problem 	<ul style="list-style-type: none"> One person per stall Follow the arrows on the floor Leave it as clean as you found it Respect others privacy / space Use space appropriately 	<ul style="list-style-type: none"> Do not disturb learning
Cafeteria	<ul style="list-style-type: none"> Respect all adults Clean up after yourself Use manners Welcome all to the table 	<ul style="list-style-type: none"> Stay at your space Walking feet Remain seated Inside voices Push in your chairs 	<ul style="list-style-type: none"> Keep the space tidy Stay on task
Playground / Outside	<ul style="list-style-type: none"> Take turns Include others Line up when called Show good sportsmanship Keep hands to self 	<ul style="list-style-type: none"> Stay off the rocks. Stay within the boundaries Respect the equipment Play space 	<ul style="list-style-type: none"> Do not disturb classrooms

Disciplinary Action for Inappropriate Behavior:

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.

Consequences for inappropriate behavior may include but are not limited to:

- 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 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 petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act; 506-8
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act and/or
- T. Other disciplinary action as deemed appropriate by the school district.

All students are protected under the Pupil Fair Dismissal Act. Students involved in suspension or possible expulsion will be given a copy of this document which outlines the steps the school district will be taking and defines the students' rights. Parents/guardians of students who have not been involved in suspension/expulsion situation who wish to view the Pupil Fair Dismissal Act may contact the school principal. Nothing in this handbook is intended to conflict with the Pupil Fair Dismissal Act.

DIGITAL TOOLS

Rock Ridge Public Schools uses a variety of digital tools to support student learning. Technology vendors and software is utilized to support work as we help all students develop the skills necessary to succeed in an ever-changing world. We have an inventory of our curriculum, testing, and assessment tools posted <https://rrps.org/digital-tools/> and include an outline of the student data elements within each tool. This list is maintained and communicated annually to all families at the start of the school year. Please reach out to Bill Bryson (bill.bryson@rrps.org) for additional questions regarding specific digital tools used in classrooms.

DRESS CODE - Board Policy # 504

While it has become obvious nation-wide that dress codes are almost impossible to maintain, we credit our Rock Ridge families for the neat, appropriate attire of our students! Our school is a place for the business of education, and students' grooming and dress should be appropriate to the school setting, as well as appropriate for the season and the weather. Hats and headgear may not be worn in the building. Apparel may not include words or visuals that are obscene, abusive, and discriminatory or which advertise, or otherwise condone the use of drugs, alcohol or tobacco. Items of clothing which could be distracting to the educational process are considered inappropriate school attire. Students disregarding the dress code will be sent to the office. A parent may be asked to bring in alternate clothing or the student may use clothing available in the nurse's office.

Please do not send your child to school in flip-flop type shoes or shoes with wheels. These are unsafe while children are going up and down the school stairs and running around on the playground.

EMERGENCY SCHOOL CLOSING

School will be open every day unless prevented by severe weather or other emergency or facility issues. In this event, an announcement will be made early in the morning via the district's instant alert system. This system will also alert you, by an automated phone message, to any school closings due to inclement weather.

In addition to an instant Alert System, the radio and TV stations listed below will announce information concerning the Rock Ridge Public Schools if school is cancelled in the morning. The same stations will announce early dismissals due to severe weather or other emergencies.

Radio	Television
WEVE 97.9 FM 1340 AM	KDLH TV3
WTBX 93.9FM	KBJR TV6
Radio USA 99.9 FM	WDIO TV10
KMFG 106.3 FM KMFG/WMFG 1240 AM WNMT 650 AM	

HAZING - Board Policy #526

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be 526-2 initiated into or affiliated with a student organization shall be subject to discipline for that act. I. The school district will act to investigate all complaints of hazing 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

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to: 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body. 2.

Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student. 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student. 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school. 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or 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 hazing at these locations and events, the school district does not 526-3 represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. **REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person

responsible for receiving reports of hazing at the building level. Any adult school district personnel who receive a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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. 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.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be 526-4 subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing 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 hazing and the record of any resulting investigation.
- F. 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.

V. **SCHOOL DISTRICT ACTION**

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials, 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 hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing 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 hazing 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 the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and 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 or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law. 526-5 F. In order to prevent or to respond to hazing 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) 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 hazing.

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 hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References:

- Minn. Stat. § 121A.031 (School Student Bullying Policy)
- Minn. Stat. § 121A.0311 (Notice of the 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)

Cross References:

- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 413 (Harassment and Violence)

- MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
- MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

HEALTH SERVICES

There is a health office located within each elementary school that is staffed by a nurse. The Health Service nurse is trained in CPR and First Aid. Students with special health problems should notify the school office and the nurse. Students are to report to the Nurse's Office if they are ill with a pass from their teacher. Students must go to the nurse's office for evaluation and a phone call to their parents before being sent home. Students must check out of the office if leaving school at any time. **Students may not call home to leave without first checking in and getting approval from the nurse or the office.**

Accidents

Accidents in school, on the school grounds or occurring at a school event must be reported to the nurse and the principal. The student's health status will be assessed as to the degree of injury and treatment needed. Health service personnel will administer basic first aid.

If an injury needs further medical/dental assessment and/or treatment, parents will be called to transport their child to the health care facility of their choice. If parents cannot be reached, the designated individual on the emergency card will be called. Parents are responsible for the choice of treatment sought.

In the event of a life-threatening accident or emergency requiring immediate attention, parents will be notified by telephone as to the student's condition. The student will be transported by school vehicle or ambulance to the medical /dental facility designated by the parent. If the parents cannot be reached, the school authorities will use their judgment in calling an ambulance or the child's physician/dentist per the Emergency Card information. If a parent does not approve of the aforementioned plan, he/she must designate in writing what they would like done and have it on file in the nurse's office.

Immunizations

As required by Minnesota Statutes Section 121A.15, children enrolled in a Rock Ridge Public Schools must receive immunizations required per the Minnesota School Immunization Law. Proof of immunizations must be provided prior to the student's first date of attendance. All students entering grade 7 must show proof of 2 MMR vaccines, a series of 3 Hepatitis B vaccines, 1 Tdap vaccine, 3 polio vaccines, 1 Meningococcal vaccine and 2 Varicella vaccines or certify that the student had chicken pox. If immunization is medically contraindicated or if a parent or guardian wishes to be exempt based on beliefs from one or more immunization requirements, then section 2 of the "Student Immunization Form" available on our school website must be completed and provided to the school health office. Students not in compliance will not be allowed to attend school.

Medication Procedure

Students may not have any over the counter or prescription medication with them at any time. If a student may need medication at some point, a parent or guardian must fill out a "Consent for Administration of Medication During School Hours" to be kept on file with the nurse. The medication, whether prescription or over the counter, MUST be in its original bottle and must have the student's full name either on a prescription label or written on the over the counter bottle. The medication will then be kept in the office for dispensation as needed. Parents/guardians are responsible for providing and refilling medication.

Elementary Nursing Offices

Laurentian Nurse: 218-735-6206
North Star Nurse: 218-744-7711
Parkview Nurse: 218-742-3821

INTERVIEW OF STUDENTS BY OUTSIDE AGENCIES - Board Policy # 519

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures of access to students by authorized individuals during the school day.

Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

LOCKERS - Board Policy # 502

The 1995 Omnibus Crime Act creates a statewide school policy. It provides that it is the policy of the State of Minnesota that:

"School lockers are the property of Rock Ridge Public Schools. At no time does the Rock Ridge District relinquish its exclusive control of lockers provided for the convenience of students. Periodic general inspection of the interior of lockers may be conducted by school authorities for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials."

1. STUDENTS ARE RESPONSIBLE FOR ALL CONTENTS CONTAINED IN THEIR LOCKERS.
2. STUDENTS ARE ADVISED NOT TO LEAVE MONEY OR OTHER VALUABLES IN THEIR LOCKERS.
3. Students found tampering with another person's locker will be liable for in-school suspension.
4. STUDENTS ARE NOT TO CHANGE LOCKERS.
5. Students will be expected to honor a request by the administration to open his/her locker for inspection. Should a student refuse to honor the request, the school reserves the right to cut the lock on the student's locker.

LOST AND FOUND

There is a lost and found table located within each elementary school building. Items are displayed, and those not claimed are disposed of. It's a good idea to mark your child's belongings, as many valuable pieces of clothing and equipment are turned in and never claimed.

LUNCH/RECESS

The cafeteria is a place for students to eat their lunches and visit with their classmates. Students are expected to remain seated at one table with their class. Students spend about 20 minutes of their lunch period eating their lunches and the remaining time outside on the playground. Students are supervised in the cafeteria and on the playground by lunchroom aides. Students are encouraged to participate in our well-balanced, hot lunch program.

All parents are encouraged to complete the school lunch paperwork as part of the educational funding for our school is calculated according to how many of our students' parents complete free and reduced school meal forms and then qualify for free and reduced-price school meals.

Students are not to remove food items from the cafeteria and bring outside onto the playground.

PERSONAL PROPERTY

Students are not to bring to school personal property that is not directly related to class work (example: cell phones, video games, music devices, cameras, money in excess of a student's daily needs), as safe storage is a concern. **Rock Ridge Public Schools will not be responsible for lost or stolen items.**

PEST CONTROL: (PARENT'S RIGHT TO KNOW ACT)

Our school district utilizes a licensed, professional pest control service form for the prevention and control of rodents, insects, and other pests in an around the district's buildings. The program consists of:

1. inspection and monitoring to determine whether pests are present and whether treatment is needed;
2. recommendations for maintenance and sanitation to help eliminate pests without the need for pest control materials;
3. utilization of non-chemical measures such as traps, caulking and screening; and application of EPA-registered pest control materials when needed.

Pests can sting, bite, cause contamination, damage property, and spread disease; therefore, we must prevent and control them. The long-term health effects on children from the application of such pest control materials, or the class of materials to which they belong, may not be fully understood. All pest control materials are chosen and applied according to the label directions per Federal law.

An estimated schedule of interior pest control inspections and possible treatments is available for review or copying at each school office. A similar estimated schedule is available for application of herbicides and other materials to school grounds. Parents of students may request to receive, at their expense, prior notification of any application of a pest control material, should an application be deemed necessary on a day different from the days specified in the schedule.

PETS

Students and parents are **not** to bring pets to school.

PLEDGE OF ALLEGIANCE - Board Policy # 531

The Pledge of Allegiance will be recited daily on the days school is in session. It is the responsibility of every citizen to show proper respect to his/her country and its flag. However, students may decline to recite the Pledge of Allegiance and may refrain from saluting the flag, on the basis of personal belief or religious convictions. Students who choose to refrain from such participation shall respect the rights and interests of classmates who do wish to participate in a meaningful ceremony. A student who chooses not to participate may either stand or sit, remaining respectfully silent. No homework may be done during this short time.

PTA

We have great PTAs at each Rock Ridge elementary school! The Parent/Teacher Association does wonderful things for our students and staff! The groups coordinate lucrative fundraisers, run Book Fairs, fund class field trips, provide treats for school parties, and honor and appreciate our teachers. Join your schools PTA.... it's a great way to get involved! Contact the your child's elementary school office for more information.

SEXUAL, RELIGIOUS, RACIAL HARASSMENT & VIOLENCE POLICY - Board Policy # 413

Everyone at the Parkview Elementary School has a right to feel respected and safe. Consequently, we want to familiarize you with our policy to prevent religious, racial or sexual harassment and violence of any kind.

A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender:

1. name calling, jokes or rumors
2. pulling on clothing
3. graffiti
4. notes or cartoons
5. unwelcome touching of a person or clothing
6. offensive or graphic posters or book covers or
7. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.

If any words or actions make a student feel uncomfortable or fearful, he/she needs to tell a teacher, a counselor, the principal or the Human Rights Officer, who is the School Nurse. Students may also make a written report. The student's right to privacy will be respected as much as possible. We take all reports seriously and will take appropriate actions based on the reports. The school district will also take action if anyone tries to intimidate the victim or take action to harm him/her because he/she reported the situation.

This is just a summary of the Rock Ridge School District's policy against religious, racial and sexual harassment and violence. Complete copies are available in the Superintendent's office. Remember: Religious, racial and sexual harassment and violence are against the law! For more information contact: School Nurse, Human Rights Officer,
Rock Ridge Public Schools
411 Fifth Avenue South
Virginia, MN 55792

749-5437, extension 1918

STUDENTS TECHNOLOGY RESOURCES & INTERNET POLICY - Board Policy # 524

A copy of the *Technology Resource Acceptable Use Policy* is available on the school district website. iPad Handbooks are also available on the district web site or may be obtained from the Roosevelt Office.

Students are not allowed access to school computers or devices until their signature pages have been signed by both the student and a parent or guardian and returned to school.

TESTING

In a world of increasing system accountability, schools are being asked how well they are educating their students and how their students compare with students in other schools. To help measure our system's accountability and to give parents/students an idea of how we're doing, students at Rock Ridge participate in a computer testing program called STAR 360. These tests measure academic progress in reading and math. Students in grades 3-6 also participate in the Minnesota State MCA testing each spring.

WEAPONS POLICY - Board Policy # 501

Bringing a dangerous weapon on school property is a violation of Minnesota law. It is a serious violation called a felony. You may not possess a dangerous weapon at any time on school property.

A dangerous weapon can be many things. It includes guns, switchblades, brass knuckles, nun-chucks, certain liquids and pellet guns. It does not matter, for instance, whether the gun is loaded or unloaded. A dangerous weapon includes any device or instrument designed as a weapon or through its use is capable of producing great bodily harm or death.

Possession on school property includes on a school bus, at a bus stop, on school property, on any property leased by a school and whether the school is public or private. It also includes off campus locations where school hosted activities are taking place.

Violation of the terms of Minnesota law will result in penalties including expulsion from school in addition to statutory penalties, which include significant fines and prison.

+Please keep this handbook for future reference.

Listed Policies:

- Policy 413: Harassment and Violence:*
The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. Rock Ridge Public Schools prohibits any form of religious, racial or sexual harassment and violence.
- Policy 501: Weapons Policy:*
The purpose of this policy is to assure a safe school environment for students, staff and the public.
- Policy 502: Search of student lockers, desks, personal possessions, and student's person:*
The purpose of this policy is to provide for a safe and healthful educational environment by enforcing Rock Ridge Public School's policies against contraband.
- Policy 503: Attendance:*
A. The Board of Education of Rock Ridge Public Schools believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between students and establishes regular habits of dependability important to the future of the student. The purpose of 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.
- Policy 504: Student Dress and Appearance:*
The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.
- Policy 506: Student Discipline:*
The purpose of this policy is to ensure that students are aware of and comply with Virginia Public Schools' 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. Virginia Public Schools will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.
- Policy 514: Bullying:*
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 students' ability to learn and teachers' ability to educate students in a safe environment. Rock Ridge Public Schools 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, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline 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, and other similar disruptive behavior.
- Policy 520: Student Surveys:*
Occasionally Rock Ridge Public Schools utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.
- Policy 524: Student Technology Use Agreement Policy:*
The term "Technology Resource(s)" includes, but is not limited to: computer hardware and software, Internet, web-pages, instant messaging systems, networks, telephones, pagers, scanners, printers, digital cameras, photocopy and facsimile machines and all communications and information communicated thereby, including e-mail and voice-mail and all communications and information transmitted by, received from, entered into, or stored in these resources. The term "District" refers to the Rock Ridge Public Schools, Independent School District #2909. The term "user(s)" includes all Rock Ridge Public Schools, Independent School District #2909 faculty/staff members, students, and any other person who may use or access the Technology Resources belonging to the District.

For a list of all board policies, please refer to the webpage below:

<http://rrps.org/school-board/school-board-policies/>

KY Interpreter Referral Contract

KY Interpreter Referral
3251 Dahl Road
Duluth MN 55804
kyinterp@gmail.com
218.393.3504

Point of Contact: Tina Fredrickson
Location of Services: Rock Ridge School District
Address: Eveleth, Gilbert and Virginia MN
Service: Sign Language Interpreting
Date of services: July 1, 2022 – June 30, 2023

Rate:

Billed at a base rate of 2 hours for any job of 2 hours or less in duration.
\$42.50/hour for Pre-certified sign language interpreter.
\$70/hour for certified sign language interpreter.

Evenings/Weekends base rate of \$150 per interpreter for any job up to 2 hours 5pm – 8am and Saturday/Sunday. Additional time increments will be billed to the half hour.

Some assignments over 2 hours long will have 2 interpreters depending on content. Regular school days will have 1 educational interpreter to provide language access in accordance with the IEP and Interpreter guidelines and best practices as per the Code of Professional Conduct from the Registry of Interpreters for the Deaf (RID). This may include but not be limited to interpreting pre & post teaching content, facilitating language development through interpreting in both ASL and English as well as continued collaboration with the educational team.

Travel: Daily school hours will be billed including travel hours for interpreters.

Cancellation Notice: 48 business hour cancellation notice required. If canceled within 48 business hours, the job will be billed in full.

Late Payment Notice: Payment must be received within 30 days of the sent date of the invoice. Beyond 30 days as per Minnesota Law, interest may be charged and added to the bill.

By signing this document (print name) _____ agrees to pay the above charges.

Signature: _____ Date: _____

Signature: _____ Date: _____

Print Name: _____

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

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

1. It is necessary for the school district to hold its general election for the purpose of electing two (2) school board members for terms of four (4) years each from District 1 and two (2) school board members for terms of four (4) years each from District 2.

The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 8th day of November, 2022.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts, or parts of precincts, located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

GENERAL ELECTION BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 2909
ROCK RIDGE PUBLIC SCHOOLS

NOVEMBER 8, 2022

INSTRUCTIONS TO VOTERS

To vote, completely fill in the oval(s) next to your choice(s), like this:



SCHOOL BOARD MEMBER DISTRICT 1
INDEPENDENT SCHOOL DISTRICT 2909-1
Vote For Up to Two

- Candidate A
- Candidate B
- Candidate C
- _____
write-in, if any
- _____
write-in, if any

SCHOOL BOARD MEMBER DISTRICT 2
INDEPENDENT SCHOOL DISTRICT 2909-2
Vote For Up to Two

- Candidate D
- Candidate E
- Candidate F
- _____
write-in, if any
- _____
write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed in each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

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

And the following voted against the same:

And the following were absent:

Adopted this 22nd day of August, 2022.

Chair – Tim Riordan

Clerk – Brandi Lautigar