

**BRECKENRIDGE SCHOOL BOARD MEETING
INDEPENDENT SCHOOL DISTRICT #846
WEDNESDAY, MARCH 20, 2024
REGULAR MEETING - 4:00 PM
ELEMENTARY CONFERENCE ROOM #233
810 BEEDE AVENUE
BRECKENRIDGE, MN 56520**

AGENDA

- 1. Call the Meeting to Order**
 - A. Pledge of Allegiance
 - B. School Happenings
- 2. Approval of Agenda**
- 3. Public Input**
- 4. Approval of Consent Agenda**
 - A. Minutes

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The Regular Meeting of the Board of Education, Independent School District No. 846, Breckenridge, Minnesota met Wednesday, February 21, 2024 at 4:00 PM in the Elementary School, conference room #233.

UNOFFICIAL MINUTES UNTIL APPROVED AT THE NEXT BOARD MEETING

Members Present: Arnhalt, Ernst, Hasbargen, B. Johnson, Neppl, Roberts

Ex-officio Member Present: Boesen and Spear

Chairperson Johnson called the regular meeting to order at 4:02 PM with the Pledge of Allegiance recited.

School Happenings shared:

- 17 students qualify for State DECA in March: Jaelie Ernst, McKenna Roberts, AdaLia Spear, Chloe Conzemius, Mariah Hought, Kirsten Meadows, Jack Ekren, Harry Okhardt, Justin Beyer, Breckin Anderson, Jackson Mimnaugh, Jacob Kunkel, Bailey Evans, Eli Butts, Aspen Albertson, Ashlynn Haire, and Erin Blaufuss.
- 3 Storm Wrestlers qualified and competed at State Wrestling last week. Congratulations to David Erlandson, Henry Slettedahl, and Riley Kappes.
- 8th graders went skiing at Andes Tower Hills and were featured in their “What’s Up Wednesday”. You can see the video on our Breckenridge Schools Facebook page.

Motion by Neppl, seconded by Arnhalt to approve the agenda as presented. 6-0

CONSENT AGENDA:

Motion by Neppl, seconded by Arnhalt to approve the consent agenda. 6-0

Previous month’s minutes – January 17, 2024

Financial reports as presented including:

General Ledger Debits: January, 2024

General Fund: \$1,008,003.39—Food Service: \$101,090.77—Community Service: \$19,609.66—Debt Redemption: \$7,569.13—Trust Fund: \$0.00—Student Activities: \$2,649.08

Accounts Payable/Wires & Checks: 01/13/2024-02/15/2024

Total: \$1,138,922.03

Terminations: Aziza Freeman, SpEd Para-Educator (Preschool)

COMMUNICATIONS:

Ex-Officio Student Representatives - Spencer Boesen & AdaLia Spear

◊New semester and quarter ◊FFA Week Dress Up Days and activities◊Boys Basketball Senior Night ◊Student Council “Send a Duck to Your Valentine” raised \$210 ◊Student Council, DECA, and NHS - possible joint fundraiser◊Possible prom dress exchange

Deans – Jordan Christensen and Kelly Leiseth

◊Mr. Christensen - SPARX sessions on *The Dichotomy of Leadership* ◊Expectation posters

◊Kelly Leiseth - getting to know students in the elementary ◊Collecting data ◊Working with students and staff to learn triggers of behavior

K-12 Principal – Corrina Erickson

◊4th grade Figurative Language Parade◊100th Day of School celebration ◊National School Counselors Week - thank you to Kelly, Rikki, and Noah ◊5th Grade Band Concert - talented musicians◊”A Minion Reasons to Read” at the elementary school, Parent Night Feb. 29 “Magic of Reading” lyceum◊7-12 scheduling for next year - considerations: TeamTime, block classes, Zero Hour◊Pre-ACT and winter benchmarking results

Facilities Manager – Jerry Rosenthal–No Report Shared

Business Manager – Dessica Komestakes–No Report Shared

Superintendent – Kristie Sullivan

◊Curricular options to better prepare students for testing, career and college readiness◊Capital projects and maintenance

◊Tentative agreement with the teachers’ union ◊Building Innovation in Grade Seven (BIGS) program - first meeting next week◊Thank you Stacy Busta and Courtney Diestler for your work on the 24/25 District Calendar◊Much confusion around MN

school funding – 65+ new mandates must be implemented with the increase in revenue schools saw in the 2023 legislative session◊Thank you to our community for your support - local support is more important than ever as we look to maintain

programming ◊Recent *Daily News* “Letter to the Editor” - Superintendent Sullivan reached out to the author; the author declined.

Community Ed Report – Courtney Diestler

2024 Winter/Spring Brochure handed out board◊seeing an increase in registrations for general Community Ed classes and ECFE◊New class offerings through funeral home and online health offerings

OLD BUSINESS:

Motion by Arnhalt, seconded by Nepl to accept the seniority lists for the teachers and custodians that have been posted for the required thirty days. There were no changes requested, so the lists are now accepted as the final seniority lists as per the contracts. 6-0

Motion by Nepl, seconded by Ernst to authorize the School Board Chair, Brett Johnson, to act as signer in quit claim deeds with no consideration for three 1 acre land parcels. 6-0

NEW BUSINESS:

Motion by Arnhalt to adopt the RESOLUTION ACCEPTING DONATIONS for the following:

January donations received: \$90.30

Box Tops \$40.30 (Elementary Supplies) Bell Bank \$50.00 (Custom Card Donation)

Ernst seconded the motion. 6-0

Motion by Ernst, seconded by Arnhalt to move the contingent account currently with BMO to Bell Bank and close BMO account. 6-0

Motion by Roberts, seconded by Nepl to authorize Courtney Diestler, Kim Willemssen, and Dessica Komestakes as bank signers for the contingent account at Bell Bank. 6-0

Motion by Arnhalt, seconded by Hasbargen to review, sign, and submit the district's Native American Compliance report to MDE. 6-0 (copy on file)

Motion by Nepl, seconded by Ernst to approve the overnight travel request for DECA to attend the state DECA competition March 10th-12th in Minneapolis. 6-0

Motion by Ernst, seconded by Mikkelson to approve the 2024/2025 District Calendar with corrections made. 6-0

Motion by Hasbargen, seconded by Roberts to adjourn at 4:57PM. 6-0

Next regular meeting date is Wednesday, March 20th, 2024 at 4:00 PM.

Chair

Clerk

B. Financials

1. Financial Report & Bills

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**Reconciliation of Ledger Balances with Bank Statement
Independent School District NO. 846
Breckenridge, Minnesota**

Date of Report: March 15, 2024

For the Month of February 2024

General Ledger Balances

FUNDS	Balance Beg. of Month	Debits	Credits	Balance End of Month
General Fund	\$2,436,274.70	1,078,229.04	1,032,541.61	\$2,481,962.13
Food Service	133,830.56	64,979.72	68,338.12	\$130,472.16
Comm. Serv.	223,655.22	16,644.25	146,911.24	\$93,388.23
Debt. Redemption	105,148.39	1,205.53	0.00	\$106,353.92
Trust Fund	(26,393.27)	29,750.00	0.00	\$3,356.73
Student Activities	57,899.10	1,733.42	458.44	\$59,174.08
TOTALS:	\$2,930,414.70	\$1,192,541.96	\$1,248,249.41	\$2,874,707.25

Bank Balances

Description	Balance Per Bank	Outstanding Checks and Wires	Deposits in Transit	Balance
Bremer	\$582,609.58	23,503.59	0.00	\$559,105.99
The 'Barn" Cash Box				50.00
Bank of the West (Contingent)				8,000.00
Petty Cash				400.00
TOTALS:				\$567,555.99

Investments

Minn. School District Liquid Asset Fund	5.2200%	\$ 123,747.24	
Minn. School District "MAX" Fund	5.3100%	\$2,100,919.08	
Bremer Money Market	4.0000%	\$107,965.62	
TOTALS:			\$ 2,332,631.94
TOTAL CASH AND INVESTMENTS:			----- \$2,900,187.93 =====

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9332	0846	FAB														
			16240	Credit	A	02/06/24	0846 B 02 209 000	Cash	1	C1					200.00	0.00
										ANGEL FUND					\$200.00	\$0.00
			16241	Credit	A	02/06/24		Check	1	1151						
										WEST CENTRAL INITIATI ¹						
										Elementary Equipment					1,807.96	0.00
										HS Vocal Music Instr Supplies					2,695.02	0.00
										HS Band Instr Supplies					2,695.02	0.00
															\$7,198.00	\$0.00
			16242	Credit	A	02/06/24		Check	1	C1					365.94	0.00
										HS Tuition to Oth Distr					\$365.94	\$0.00
			16243	Credit	A	02/06/24		Check	1	C1					5,280.00	0.00
										St. Marys Txtbks & Wrkbks					\$5,280.00	\$0.00
			16244	Credit	A	02/06/24		Check	1	C1					91.52	0.00
										Tax Shelter Payable					\$91.52	\$0.00
			16245	Credit	A	02/06/24		Check	1	1157					416.43	0.00
										FIRST CHOICE VENDING					\$416.43	\$0.00
										Vending Machines Commissic						
			16246	Credit	A	02/06/24		Check	1	C1					540.00	0.00
										Rent					\$540.00	\$0.00
			16247	Credit	A	02/06/24		Check	1	1009					30.00	0.00
										COMMUNITY EDUCATION						
										City Brew Hall					100.00	0.00
										Optimist Club					100.00	0.00
										Bremer					50.00	0.00
										Wahp Ace					50.00	0.00
										Jawaski					50.00	0.00
										Bell Bank					50.00	0.00
															\$380.00	\$0.00
															\$19,635.65	\$0.00

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
9353	0846	FAB	16270	Credit	A	02/15/24		Check	1	1002							
							0846	R 01	005	000	211	000			245,642.23	0.00	
							0846	R 01	005	000	320	300	000		793.32	0.00	
															\$246,435.55	\$0.00	
																Receipt Total:	
																\$57,963.77	\$0.00
∞			16278	Credit	V	02/15/24		Check	1	1004							
							0846	R 01	100	791	000	053	000		104.00	0.00	
							0846	R 04	005	582	344	040	000		905.00	0.00	
							0846	R 01	299	249	000	040	000		435.00	0.00	
							0846	R 02	005	770	701	601	000		1,229.95	0.00	
							0846	R 01	300	292	000	050	000		260.00	0.00	
															\$2,933.95	\$0.00	
																Receipt Total:	
																(\$2,933.95)	0.00
																(435.00)	0.00
																(1,229.95)	0.00
																(260.00)	0.00
																(104.00)	0.00
																(\$2,933.95)	\$0.00
																\$304,399.32	\$0.00
																	Receipt Total:
																	Deposit Total:
9354	0846	FAB	16271	Credit	A	02/28/24		Check	1	1002							
							0846	R 01	005	000	211	000			376,507.87	0.00	
							0846	R 07	005	000	317	000			838.25	0.00	
							0846	R 07	005	000	258	000			13.70	0.00	

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9354	0846	FAB	16271	Credit A	02/28/24	0846	R 07 005 000 000 317 000	1002	Check 1	1002	STATE OF MINNESOTA					353.58	0.00
											LTFM State Aid					\$377,713.40	\$0.00
																\$377,713.40	\$0.00
9355	0846	FAB	16272	Credit A	02/28/24	0846	R 01 005 000 000 099 000	C1	Check 1	Misc	Misc. Revenue					150.00	0.00
																\$150.00	\$0.00
																\$150.00	\$0.00
9356	0846	FAB	16273	Credit A	02/28/24	0846	R 02 005 770 703 300 000	1019	Check 1	1019	ELEM HOT LUNCH					129.80	0.00
											Special Milk Program State Aid					\$129.80	\$0.00
																\$129.80	\$0.00
9357	0846	FAB	16275	Credit A	02/28/24	0846	R 01 005 790 499 400 118	1002	Check 1	1002	STATE OF MINNESOTA					138,767.93	0.00
											21 CCLC Revenue					\$138,767.93	\$0.00
																\$138,767.93	\$0.00
9358	0846	FAB	16276	Credit A	02/28/24	0846	R 01 005 211 000 405 117	1002	Check 1	1002	STATE OF MINNESOTA					8,111.97	0.00
											Youth Skills Training Revenue					\$8,111.97	\$0.00
																\$8,111.97	\$0.00
9359	0846	FAB	16277	Credit A	02/28/24	0846	R 01 250 420 000 071 000	1002	Check 1	1002	STATE OF MINNESOTA					2,328.92	0.00
											Spec Ed Medical Assistance					\$2,328.92	\$0.00
																\$2,328.92	\$0.00

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Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
9360	0846	FAB	16285	Credit	A	02/01/24		Check	1	1004							
						0846	R 01 100 791 000 053 000			ELEM GENERAL FUND DE					104.00	0.00	
						0846	R 04 005 582 344 040 000			Elem Roller Skating Revenue					905.00	0.00	
						0846	R 02 005 770 701 601 000			School Readines Tuition from					1,229.95	0.00	
						0846	R 01 299 249 000 040 000			Student Lunch Sales					435.00	0.00	
						0846	R 01 300 292 000 050 000			Drivers Ed Tuition					260.00	0.00	
										JH Ski Trip							
														\$2,933.95	\$0.00		
														\$2,933.95	\$0.00		
9361	0846	FAB	16279	Credit	A	02/01/24		Check	1	1009							
						0846	R 04 005 570 321 040 000			COMMUNITY EDUCATION					471.25	0.00	
						0846	R 04 005 585 362 040 000			School Age Care Tuition from					318.00	0.00	
						0846	R 04 005 591 000 050 212			Youth Development Service Tl					35.00	0.00	
										Youth Wrestling Fees							
														\$824.25	\$0.00		
														\$824.25	\$0.00		
9362	0846	FAB	16280	Credit	A	02/15/24		Check	1	1004							
						0846	R 04 005 582 344 040 000			ELEM GENERAL FUND DE					1,510.00	0.00	
						0846	R 02 005 770 701 601 000			School Readines Tuition from					389.00	0.00	
						0846	R 01 300 292 000 050 000			Student Lunch Sales					366.00	0.00	
										JH Ski Trip							
														\$2,265.00	\$0.00		
														\$2,265.00	\$0.00		
9363	0846	FAB	16281	Credit	A	02/15/24		Check	1	1009							
						0846	R 04 005 570 321 040 000			COMMUNITY EDUCATION					90.00	0.00	
						0846	R 04 005 591 000 050 202			School Age Care Tuition from					135.00	0.00	
										Youth Basketball Fees							
														\$225.00	\$0.00		
														\$225.00	\$0.00		
9364	0846	FAB	16282	Credit	A	02/07/24		Check	1	1003							
						0846	R 01 300 792 000 621 000			HS GENERAL FUND RECI					619.00	0.00	
										HS Concessions Sale of Mate							

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
9364	0846	FAB	16282	Credit	A	02/07/24	0846 R 01 300 296 000 060 202	Check 1	1003	HS GENERAL FUND RECI							
										HS Girls Basketball Revenue					570.00	0.00	
															\$1,189.00	\$0.00	
															\$1,189.00	\$0.00	
9365	0846	FAB	16283	Credit	A	02/28/24	0846 R 01 300 212 000 050 000	Check 1	1003	HS GENERAL FUND RECI					100.00	0.00	
										Art Fees					618.90	0.00	
										HS Concessions Sale of Mate					75.00	0.00	
										General Fees					386.00	0.00	
										HS Boys Basketball Revenue					329.00	0.00	
										Student Lunch Sales					324.00	0.00	
										High School Student Council f					685.00	0.00	
										HS Band Revenue					480.50	0.00	
										DECA Revenue					7.00	0.00	
										DECA Revenue					\$3,005.40	\$0.00	
														\$3,005.40	\$0.00		
9366	0846	FAB	16286	Credit	A	02/19/24	0846 R 01 300 792 000 621 000	Check 1	1003	HS GENERAL FUND RECI					629.00	0.00	
										HS Concessions Sale of Mate					630.00	0.00	
										HS Girls Basketball Revenue					\$1,259.00	\$0.00	
														\$1,259.00	\$0.00		
9367	0846	FAB	16287	Credit	A	02/28/24	0846 R 01 300 792 000 621 000	Check 1	1003	HS GENERAL FUND RECI					641.00	0.00	
										HS Concessions Sale of Mate					464.00	0.00	
										HS Boys Basketball Revenue					\$1,105.00	\$0.00	
														\$1,105.00	\$0.00		
9368	0846	FAB	16288	Credit	A	02/23/24	0846 R 01 300 792 000 621 000	Check 1	1003	HS GENERAL FUND RECI					484.00	0.00	
										HS Concessions Sale of Mate						0.00	

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
9372	0846	FAB	16294	Credit	A	02/29/24		Check	1	1003							
							0846	R 01	100	791	000	052	000		22.00	0.00	
							0846	R 01	100	791	000	054	000		344.00	0.00	
							0846	R 21	005	298	301	099	990		40.00	0.00	
															\$4,959.20	\$0.00	
															\$4,959.20	\$0.00	
9373	0846	FAB	16293	Credit	A	02/29/24		Check	1	1009							
							0846	R 04	005	505	321	040	000		1,250.00	0.00	
							0846	R 04	005	570	321	040	000		5,307.00	0.00	
							0846	R 04	005	580	325	040	000		138.00	0.00	
							0846	R 04	005	591	000	050	211		825.00	0.00	
															\$7,520.00	\$0.00	
															\$7,520.00	\$0.00	
9374	0846	FAB	16295	Credit	A	02/29/24		Wire	1	1003							
							0846	E 01	300	810	000	353	000		600.87	0.00	
															\$600.87	\$0.00	
															\$600.87	\$0.00	
9375	0846	FAB	16296	Credit	A	02/29/24		Check	1	C1							
							0846	R 01	005	000	000	099	000		25.00	0.00	
															\$25.00	\$0.00	
															\$25.00	\$0.00	

Breckenridge Public School Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0846	FAB	44644	128474	Check	1	2014		ANDES TOWER HILLS	Yes	Yes	No	USD	02/19/2024	1,210.00
		44647	128475	Check	1	3793		BRECKENRIDGE PUBLIC SCHOOLS	Yes	No	No	USD	02/19/2024	325.00
		44643	128476	Check	1	00545		CONTINGENT FUND	Yes	Yes	No	USD	02/19/2024	2,408.47
		44646	128477	Check	1	3575		ENGEL, RODERICK	Yes	Yes	No	USD	02/19/2024	195.00
		44645	128478	Check	1	3539		GUARDIAN	Yes	Yes	No	USD	02/19/2024	1,901.66
		44649	128479	Check	1	3842		HUESERS, COLE	Yes	No	No	USD	02/19/2024	76.00
		44648	128480	Check	1	3830		PEDERSON, DARREL	Yes	No	No	USD	02/19/2024	145.00
		44651	128481	Check	1	00604		AFSCME COUNCIL 65	Yes	Yes	No	USD	02/23/2024	24.99
		44668	128482	Check	1	3843		BEACHY, ELIAS	Yes	Yes	No	USD	02/23/2024	150.00
		44658	128483	Check	1	2857		BELLIG, SAM	Yes	No	No	USD	02/23/2024	150.00
		44663	128484	Check	1	3815		BOESEN, SPENCER	Yes	Yes	No	USD	02/23/2024	41.00
		44650	128485	Check	1	00603		BRECKENRIDGE ED LOCAL 1299	Yes	Yes	No	USD	02/23/2024	25.00
		44656	128486	Check	1	2635		BRECKENRIDGE SCHOOL FOOD SEF	Yes	No	No	USD	02/23/2024	2,275.34
		44664	128487	Check	1	3821		CHRISTIANSON, GAVEN	Yes	No	No	USD	02/23/2024	80.00
		44652	128488	Check	1	00621		CITY OF BRECKENRIDGE	Yes	No	No	USD	02/23/2024	90.00
		44667	128489	Check	1	3842		HUESERS, COLE	Yes	No	No	USD	02/23/2024	41.00
		44659	128490	Check	1	3136		KRUEGER, ALLEN	Yes	No	No	USD	02/23/2024	150.00
		44653	128491	Check	1	01184		MN SCHOOL EMPLOYEES ASSOC	Yes	Yes	No	USD	02/23/2024	865.28
		44654	128492	Check	1	01779		NCPEPS GROUP LIFE INS	Yes	No	No	USD	02/23/2024	32.00
		44655	128493	Check	1	1292		ND CHILD SUPPORT DIVISION	Yes	No	No	USD	02/23/2024	457.50
		44660	128494	Check	1	3380		OLAND, ANDREW	Yes	Yes	No	USD	02/23/2024	150.00
		44665	128495	Check	1	3831		RELIANCE STANDARD LIFE INSURAN	Yes	No	No	USD	02/23/2024	1,390.31
		44661	128496	Check	1	3454		ROLL, GLENN I	Yes	No	No	USD	02/23/2024	300.00
		44657	128497	Check	1	2845		SAMUELSON, CRAIG J.	Yes	No	No	USD	02/23/2024	150.00
		44662	128498	Check	1	3803		SAMUELSON, MATTHEW	Yes	No	No	USD	02/23/2024	150.00
		44666	128499	Check	1	3835		SCHAFFER, BLAKE	Yes	Yes	No	USD	02/23/2024	111.00
		44669	128500	Check	1	3844		STUMO, KARSTEN	Yes	Yes	No	USD	02/23/2024	150.00
		44674	128501	Check	1	3843		BEACHY, ELIAS	Yes	No	No	USD	02/27/2024	100.00
		44672	128502	Check	1	3288		COLBECK, SCOTT W	Yes	No	No	USD	02/27/2024	100.00
		44675	128503	Check	1	3845		JOHNSON, BRANDON	Yes	No	No	USD	02/27/2024	145.00
		44673	128504	Check	1	3659		LUTTIO, SCOTT	Yes	No	No	USD	02/27/2024	100.00
		44671	128505	Check	1	1875		MSHSL - SECTION 6A	Yes	No	No	USD	02/27/2024	40.00
		44676	128506	Check	1	2635		BRECKENRIDGE SCHOOL FOOD SEF	Yes	No	No	USD	02/29/2024	120.00
		44678	128507	Check	1	3847		CURTIS ALAN HED INCORPORATED	Yes	No	No	USD	02/29/2024	950.00
		44677	128508	Check	1	3168		VIG SOLUTIONS	Yes	No	No	USD	02/29/2024	1,769.00
		44694	128509	Check	1	2857		BELLIG, SAM	Yes	No	No	USD	03/05/2024	145.00
		44701	128510	Check	1	3815		BOESEN, SPENCER	Yes	No	No	USD	03/05/2024	41.00
		44700	128511	Check	1	3793		BRECKENRIDGE PUBLIC SCHOOLS	Yes	No	No	USD	03/05/2024	325.00
		44699	128512	Check	1	3646		DALY, JUSTIN P	Yes	No	No	USD	03/05/2024	145.00
		44698	128513	Check	1	3109		EIDE BAILLY LLP	Yes	No	No	USD	03/05/2024	900.00
		44696	128514	Check	1	2891		GROCHOW, ARTHUR	Yes	No	No	USD	03/05/2024	569.00

Breckenridge Public School Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0846	FAB	44697	128515	Check	1	3020	LANGSTON, DEE	Yes	No	No	USD	03/05/2024	380.00
		44693	128516	Check	1	2844	REGION 6A	Yes	No	No	USD	03/05/2024	2,185.00
		44695	128517	Check	1	2862	SCHMIDGALL, JOHN	Yes	No	No	USD	03/05/2024	145.00
		44692	128518	Check	1	1569	WAHPETON AUTO VALUE	Yes	No	No	USD	03/05/2024	181.96
		44702	128519	Check	1	2281	MASA	Yes	No	No	USD	03/06/2024	329.00
		44704	128520	Check	1	00604	AFSCME COUNCIL 65	Yes	No	No	USD	03/12/2024	24.99
		44703	128521	Check	1	00603	BRECKENRIDGE ED LOCAL 1299	Yes	No	No	USD	03/12/2024	2,275.34
		44708	128522	Check	1	2167	CHANHASSEN DINNER THEATRES	Yes	No	No	USD	03/12/2024	1,485.92
		44709	128523	Check	1	3335	GREAT MINDS, LLC	Yes	No	No	USD	03/12/2024	199.50
		44705	128524	Check	1	01184	MN SCHOOL EMPLOYEES ASSOC	Yes	No	No	USD	03/12/2024	657.38
		44707	128525	Check	1	1292	ND CHILD SUPPORT DIVISION	Yes	No	No	USD	03/12/2024	457.50
		44706	128526	Check	1	02267	WASTE MANAGEMENT	Yes	No	No	USD	03/12/2024	1,361.69
		44730	128527	Check	1	1129	AMAZON CAPITAL SERVICES	Yes	No	No	USD	03/15/2024	1,719.45
		44764	128528	Check	1	3697	A-OX WELDING SUPPLY COMPANY IN	Yes	No	No	USD	03/15/2024	88.55
		44761	128529	Check	1	3593	BLUE CROSS BLUE SHIELD OF MN	Yes	No	No	USD	03/15/2024	49,628.97
		44745	128530	Check	1	2288	BLUUM OF MINNESOTA	Yes	No	No	USD	03/15/2024	44,028.90
		44759	128531	Check	1	3525	CHRISTENSEN, EMILY	Yes	No	No	USD	03/15/2024	1,300.00
		44715	128532	Check	1	00621	CITY OF BRECKENRIDGE	Yes	No	No	USD	03/15/2024	1,000.00
		44751	128533	Check	1	2884	CRISIS GO	Yes	No	No	USD	03/15/2024	3,277.50
		44710	128534	Check	1	00111	CULINEX	Yes	No	No	USD	03/15/2024	530.84
		44713	128535	Check	1	00482	DAILY NEWS S	Yes	No	No	USD	03/15/2024	530.00
		44749	128536	Check	1	2593	DIGITAL GURU	Yes	No	No	USD	03/15/2024	1,269.94
		44752	128537	Check	1	3211	DRUG TESTING SOLUTIONS	Yes	No	No	USD	03/15/2024	33.00
		44744	128538	Check	1	2265	EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	03/15/2024	138.40
		44716	128539	Check	1	01259	ESSENTIA HEALTH	Yes	No	No	USD	03/15/2024	100.00
		44722	128540	Check	1	01994	FARM CITY SUPPLY	Yes	No	No	USD	03/15/2024	78.73
		44711	128541	Check	1	00153	FARMERS UNION OIL CO	Yes	No	No	USD	03/15/2024	6,876.22
		44750	128542	Check	1	2774	FIRST ADVANTAGE BACKGROUND S	Yes	No	No	USD	03/15/2024	20.48
		44766	128543	Check	1	3789	FIRST CHOICE FOOD & BEVERAGE S	Yes	No	No	USD	03/15/2024	355.80
		44725	128544	Check	1	03325	FUN EXPRESS LLC	Yes	No	No	USD	03/15/2024	18.13
		44743	128545	Check	1	2238	FURTHER	Yes	No	No	USD	03/15/2024	52.40
		44756	128546	Check	1	3476	GOLDADE, STANLEY	Yes	No	No	USD	03/15/2024	58.73
		44732	128547	Check	1	1432	GRIPPERS SPORTS TROPHYS	Yes	No	No	USD	03/15/2024	720.00
		44746	128548	Check	1	2361	HILDI INC	Yes	No	No	USD	03/15/2024	2,950.00
		44717	128549	Check	1	01529	HILLYARD /HUTCHINSON	Yes	No	No	USD	03/15/2024	2,019.48
		44737	128550	Check	1	1900	INTERQUEST DETECTION CANINES	Yes	No	No	USD	03/15/2024	340.00
		44724	128551	Check	1	03092	JK SPORTS	Yes	No	No	USD	03/15/2024	1,648.35
		44723	128552	Check	1	02325	JOHN DEERE FINANCIAL	Yes	No	No	USD	03/15/2024	1,350.30
		44712	128553	Check	1	00242	JOHNSON CONTROLS	Yes	No	No	USD	03/15/2024	9,480.00
		44748	128554	Check	1	2556	JW PEPPER	Yes	No	No	USD	03/15/2024	69.24
		44729	128555	Check	1	1086	KBMW 1450	Yes	No	No	USD	03/15/2024	320.00

Breckenridge Public School Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0846	FAB	44714	128556	Check	1	00518		LAKES COUNTRY SERVICE COOP	Yes	No	No	USD	03/15/2024	100.00
		44767	128557	Check	1	3846		LEARN WELL	Yes	No	No	USD	03/15/2024	450.00
		44735	128558	Check	1	1827		LUXURY LIIMO BUS	Yes	No	No	USD	03/15/2024	3,689.10
		44754	128559	Check	1	3328		MARCO TECHNOLOGIES, LLC	Yes	No	No	USD	03/15/2024	2,166.94
		44719	128560	Check	1	01585		MID-AMER. RESEARCH CHEM. CORP	Yes	No	No	USD	03/15/2024	147.75
		44736	128561	Check	1	1863		MINN-KOTA COMMUNICATIONS, INC.	Yes	No	No	USD	03/15/2024	90.00
		44755	128562	Check	1	3350		MINNKOTA ENVIRO SERVICES	Yes	No	No	USD	03/15/2024	94.40
		44757	128563	Check	1	3489		MN FFA STATE ASSOCIATION	Yes	No	No	USD	03/15/2024	400.00
		44727	128564	Check	1	1015		NASSP	Yes	No	No	USD	03/15/2024	385.00
		44762	128565	Check	1	3658		NDSCS PERFORMING ARTS	Yes	No	No	USD	03/15/2024	280.00
		44721	128566	Check	1	01946		NORTH CENTRAL INTERNATIONAL, I	Yes	No	No	USD	03/15/2024	170.28
		44731	128567	Check	1	1243		NORTH CENTRAL TRUCK EQUIPMEN	Yes	No	No	USD	03/15/2024	539.74
		44742	128568	Check	1	2193		PEMBERTON, SORLIE, RUFER &	Yes	No	No	USD	03/15/2024	1,176.50
		44739	128569	Check	1	1967		PIZZA RANCH	Yes	No	No	USD	03/15/2024	480.37
		44760	128570	Check	1	3572		RED RIVER TELEPHONE ASSN	Yes	No	No	USD	03/15/2024	663.24
		44753	128571	Check	1	3224		SANFORD HEALTH OCCUPATION ME	Yes	No	No	USD	03/15/2024	115.00
		44720	128572	Check	1	01941		SCHMITT MUSIC CENTERS	Yes	No	No	USD	03/15/2024	284.70
		44740	128573	Check	1	2006		SCHMITTY'S PBLG, HTG & SHTMTL	Yes	No	No	USD	03/15/2024	425.00
		44758	128574	Check	1	3524		SOLUTIONS	Yes	No	No	USD	03/15/2024	1,250.00
		44733	128575	Check	1	1583		SOUTHWEST STATE UNIVERSITY	Yes	No	No	USD	03/15/2024	9,900.00
		44741	128576	Check	1	2117		SOUTHWEST/WEST CENTRAL SERV	Yes	No	No	USD	03/15/2024	7,618.63
		44747	128577	Check	1	2524		ST. FRANCIS MEDICAL CENTER	Yes	No	No	USD	03/15/2024	1,614.17
		44718	128578	Check	1	01553		SUMMERVILLE ELECTRIC, INC.	Yes	No	No	USD	03/15/2024	552.00
		44734	128579	Check	1	1774		VIKING COCA-COLA BOTTLING CO.	Yes	No	No	USD	03/15/2024	1,788.30
		44765	128580	Check	1	3756		Vivacity Tech	Yes	No	No	USD	03/15/2024	1,999.00
		44738	128581	Check	1	1914		WAHP BRECK CHAMBER OF COMME	Yes	No	No	USD	03/15/2024	180.00
		44728	128582	Check	1	1042		WAHPETON PUBLIC SCHOOL	Yes	No	No	USD	03/15/2024	200.00
		44763	128583	Check	1	3682		WALLY'S PLUMBING SERVICES, LLC	Yes	No	No	USD	03/15/2024	240.00
		44726	128584	Check	1	03357	Remit	WENGER CORPORATION	Yes	No	No	USD	03/15/2024	5,574.80

\$200,755.16

\$200,755.16

Bank Total: FAB

Report Total:

Breckenridge Public School Student Activity Guideline Period Ending February 29, 2024

Sequence: Group-Sub, Crs

										B24								
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202408	Year To Date	% YTD	Encumbrances	+ Enc	% YTD	Remaining Balance	
00 Assets																		
B	21	101	000				100	00	Student Activities Cash	0.00	1,274.98	59,174.08	0%	0.00	0.00	0%	(59,174.08)	
00 Assets																		
										0.00	1,274.98	59,174.08	0%	0.00	0.00	0%	(59,174.08)	
923																		
B	21	401	923				400	923	Class of 2023	0.00	0.00	(1,718.31)	0%	0.00	0.00	0%	1,718.31	
E	21	005	298	301	401	923	401	923	Class of 2023 Supplies	0.00	0.00	1,718.31	0%	0.00	0.00	0%	(1,718.31)	
923																		
										0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	
924 Class of 2024																		
B	21	401	924				400	924	Class of 2024	0.00	0.00	(4,653.81)	0%	0.00	0.00	0%	4,653.81	
E	21	005	298	301	401	924	401	924	Class of 2024 Supplies	10,000.00	0.00	0.00	0%	0.00	0.00	0%	10,000.00	
R	21	005	298	301	099	924	401	924	Class of 2024 Revenue	(15,000.00)	0.00	(1,718.31)	11%	0.00	0.00	11%	(13,281.69)	
924 Class of 2024																		
										(5,000.00)	0.00	(6,372.12)	127%	0.00	0.00	127%	1,372.12	
925 Class of 2025																		
R	21	005	298	301	099	925	401	925	Class of 2025 Revenue	0.00	0.00	(7,366.00)	0%	0.00	0.00	0%	7,366.00	
E	21	005	298	301	401	925	401	925	Class of 2025 Supplies	0.00	0.00	4,516.50	0%	0.00	0.00	0%	(4,516.50)	
925 Class of 2025																		
										0.00	0.00	(2,849.50)	0%	0.00	0.00	0%	2,849.50	
978 National Honor Society																		
B	21	401	978				400	978	National Honor Society	0.00	0.00	(505.62)	0%	0.00	0.00	0%	505.62	
E	21	005	298	301	401	978	401	978	National Honor Society Suppl	1,300.00	35.24	35.24	3%	0.00	0.00	3%	1,264.76	
R	21	005	298	301	099	978	401	978	National Honor Society Reven	(500.00)	0.00	0.00	0%	0.00	0.00	0%	(500.00)	
978 National Honor Society																		
										800.00	35.24	(470.38)	(59%)	0.00	0.00	(59%)	1,270.38	
979 High School Student Council																		
B	21	401	979				400	979	High School Student Council	0.00	0.00	(7,356.72)	0%	0.00	0.00	0%	7,356.72	
R	21	005	298	301	099	979	401	979	High School Student Council I	(2,500.00)	(324.00)	(3,082.83)	123%	0.00	0.00	123%	582.83	
E	21	005	298	301	401	979	401	979	High School Student Council I	3,600.00	0.00	1,841.15	51%	0.00	0.00	51%	1,758.85	
979 High School Student Council																		
										1,100.00	(324.00)	(8,598.40)	(782%)	0.00	0.00	(782%)	9,698.40	
980 Letterclub																		
B	21	401	980				400	980	Letterclub	0.00	0.00	(4,768.49)	0%	0.00	0.00	0%	4,768.49	
E	21	005	298	301	401	980	401	980	Letterclub Supplies	1,000.00	0.00	70.50	7%	0.00	0.00	7%	929.50	
R	21	005	298	301	099	980	401	980	Letterclub Revenue	(1,000.00)	0.00	0.00	0%	0.00	0.00	0%	(1,000.00)	
980 Letterclub																		
										0.00	0.00	(4,697.99)	0%	0.00	0.00	0%	4,697.99	
981 Mathletes																		
B	21	401	981				400	981	Mathletes	0.00	0.00	(6.21)	0%	0.00	0.00	0%	6.21	
R	21	005	298	301	099	981	401	981	Mathletes Revenue	(500.00)	0.00	0.00	0%	0.00	0.00	0%	(500.00)	

**Breckenridge Public School
Student Activity Guideline
Period Ending February 29, 2024**

Sequence: Group-Sub, Crs

										B24					
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202408	Year To Date	% YTD Encumbrances	% YTD + Enc	Remaining Balance
981 Mathletes															
E	21	005	298	301	401	981	401	981	Mathletes Supplies	500.00	0.00	0.00	0%	0%	500.00
981 Mathletes															
982 HS Band															
B	21	401	982				400	982	HS Band	0.00	0.00	(6,065.42)	0%	0%	6,065.42
E	21	005	298	301	401	982	401	982	HS Band Supplies	25,000.00	12.50	8,422.45	34%	34%	16,577.55
R	21	005	298	301	099	982	401	982	HS Band Revenue	(15,000.00)	(685.00)	(9,522.74)	63%	63%	(5,477.26)
982 HS Band															
983 Boys Golf															
B	21	401	983				400	983	Boys Golf	0.00	0.00	(205.54)	0%	0%	205.54
R	21	005	298	301	099	983	401	983	Boys Golf Revenue	(500.00)	0.00	0.00	0%	0%	(500.00)
E	21	005	298	301	401	983	401	983	Boys Golf Supplies	500.00	0.00	0.00	0%	0%	500.00
983 Boys Golf															
984 HS Choir															
B	21	401	984				400	984	HS Choir	0.00	0.00	(5,301.80)	0%	0%	5,301.80
E	21	005	298	301	401	984	401	984	HS Choir Supplies	500.00	12.50	12.50	3%	3%	487.50
R	21	005	298	301	099	984	401	984	HS Choir Revenue	(500.00)	0.00	0.00	0%	0%	(500.00)
984 HS Choir															
986 FFA															
B	21	401	986				400	986	FFA	0.00	0.00	(5,358.78)	0%	0%	5,358.78
R	21	005	298	301	099	986	401	986	FFA Revenue	(5,000.00)	0.00	(1,000.00)	20%	20%	(4,000.00)
E	21	005	298	301	401	986	401	986	FFA Supplies	7,000.00	0.00	0.00	0%	0%	7,000.00
986 FFA															
987 Close Up															
B	21	401	987				400	987	Close Up	0.00	0.00	(1,620.79)	0%	0%	1,620.79
987 Close Up															
988 Speech															
B	21	401	988				400	988	Speech	0.00	0.00	(4,251.89)	0%	0%	4,251.89
R	21	005	298	301	099	988	401	988	Speech Revenue	(500.00)	0.00	0.00	0%	0%	(500.00)
E	21	005	298	301	401	988	401	988	Speech Supplies	1,000.00	0.00	0.00	0%	0%	1,000.00
988 Speech															
989 Drama Club															
B	21	401	989				400	989	Drama Club	0.00	0.00	(2,267.90)	0%	0%	2,267.90
E	21	005	298	301	401	989	401	989	Drama Club Supplies	750.00	0.00	269.69	36%	36%	480.31

Breckenridge Public School-Contingent Account
Account Summary
February 2024

	Feb 24
Ordinary Income/Expense	
Expense	
01005865352305000 Cust. Lis	40.00
01201269000319202 GBB Off	35.00
01201291000369255 Choir Enty Fe	60.00
01201291000369256 Band Enty Fee	60.00
01201296000319202 Girls Basketb	35.00
013000258000820102 Band Contest	85.00
01300291000369226 Know Bwl Enty	200.00
01300291000369255 Choir Ety Fee	85.00
01300294000319212 Wrestling Off	70.00
01300294000366202 Boys Basketba	140.00
04005505321319000 CE Class Fees	269.00
04005505321329000 ComEd Postage	50.00
04005570321369000 SACC EntryFee	60.00
04005591000142211 ELM VB Coach	620.00
04005591000319212 Yth Wrestling	80.00
Total Expense	1,889.00
Net Ordinary Income	-1,889.00
Net Income	-1,889.00

**Breckenridge Public School-Contingent Account
Transaction List by Date
February 2024**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Feb 24				
02/02/2024	27071	Wahpeton Public School	Wahpeton JH Music Festival	-120.00
02/02/2024	27072	Jaxson Riggs	GBB & Wrestling Official	-105.00
02/02/2024	27073	Damon Smith	GBB Official	-35.00
02/05/2024	27074	Three Rivers Gymnastics	2.7.24 Early Out	-60.00
02/22/2024	27075	Hawley Boy's Basketball	HOL Basketball Tournament	-140.00
02/22/2024	27076	Riley Finkral	Volleyball	-200.00
02/22/2024	27077	Briana Dauer	Volleyball	-280.00
02/22/2024	27078	Ivy Ovsak	Volleyball	-140.00
02/27/2024			Deposit	2,408.47
02/27/2024	27079	Janice Novak		-220.00
02/27/2024	27080	IKI Inc	Guitar Class	-49.00
02/28/2024	27081	MSHSL Section 6A	Large Group Contest	-85.00
02/28/2024	27082	Region 6A-Music Contest	Band Large Group Contest	-85.00
02/28/2024	27083	Moorhead High School	MHS/Concordia Knowledge Bowl I...	-200.00
02/28/2024	27084	Wyatt Differeding	Wrestling Official	-40.00
02/28/2024	27085	Hunter Owens	Wresting Dual Ref	-40.00
02/28/2024	27086	James Grawe	Boiler Lis.	-40.00
02/28/2024	27087	US Postmaster	Postage Due Account 95018/713633	-50.00
Feb 24				

**Breckenridge Public School-Contingent Account
Transaction List by Date-Contingent Book
February 2024**

Type	Date	Num	Name	Memo	Split	Amount
Feb 24						
Check	02/02/2024	27071	Wahpeton Public Sch...	Wahpeton JH Music F...	-SPLIT-	-120.00
Check	02/02/2024	27072	Jaxson Riggs	GBB & Wrestling Official	-SPLIT-	-105.00
Check	02/02/2024	27073	Damon Smith	GBB Official	01201296000319202 Girls Basketb	-35.00
Check	02/05/2024	27074	Three Rivers Gymnast...	2.7.24 Early Out	04005570321369000 SACC Entry...	-60.00
Check	02/22/2024	27075	Hawley Boy's Basketball	HOL Basketball Tourn...	01300294000366202 Boys Basketba	-140.00
Check	02/22/2024	27076	Riley Finkral	Volleyball	04005591000142211 ELM VB Coa...	-200.00
Check	02/22/2024	27077	Briana Dauer	Volleyball	04005591000142211 ELM VB Coa...	-280.00
Check	02/22/2024	27078	Ivy Ovsak	Volleyball	04005591000142211 ELM VB Coa...	-140.00
Deposit	02/27/2024			Deposit	Breckenridge School District #8	2,408.47
Check	02/27/2024	27079	Janice Novak		04005505321319000 CE Class Fees	-220.00
Check	02/27/2024	27080	IKI Inc	Guitar Class	04005505321319000 CE Class Fees	-49.00
Check	02/28/2024	27081	MSHSL Section 6A	Large Group Contest	01300291000369255 Choir Ety Fee	-85.00
Check	02/28/2024	27082	Region 6A-Music Cont...	Band Large Group Co...	013000258000820102 Band Contest	-85.00
Check	02/28/2024	27083	Moorhead High School	MHS/Concordia Knowl...	01300291000369226 Know Bwl Enty	-200.00
Check	02/28/2024	27084	Wyatt Differeding	Wrestling Official	04005591000319212 Yth Wrestling	-40.00
Check	02/28/2024	27085	Hunter Owens	Wresting Dual Ref	04005591000319212 Yth Wrestling	-40.00
Check	02/28/2024	27086	James Grawe	Boiler Lis.	01005865352305000 Cust. Lis	-40.00
Check	02/28/2024	27087	US Postmaster	Postage Due Account ...	04005505321329000 ComEd Post...	-50.00

C. Hires

1. Samantha Anderson, Special Education Teacher
2. Shane Lee, English Teacher

D. Resignations

1. Tyler Voight, Special Education Teacher
2. Javier Martinez, English Teacher

E. Retirements

1. Nadine Kramer, Elementary Teacher

F. Extra Curricular Contracts

25

Baseball

Varsity Coach	Hiedeman, Jack
Assistant Coach	Thielen, Tom
JV Coach	Ekren, Travis
Jr High Coach	Ramos, Austin
Jr High Coach	Gavin Synder

Softball

Varsity Coach	Dodge, Jacob
Assistant Coach	Wilson, Margaret
JV Coach	Loll, Mark

Track

Varsity Boys	Erlandson, Eric
Varsity Girls	McCall, Mike
Asst. High School	Hansey, Sierra
Asst. High School	Brenden, Noah

Golf

Varsity Boys	Goldade, Stan
Varsity Girls	Albertson, Scott

2023-2024 Enrollment Numbers

	August	September	October	November	December	January	February	March	April	May	June '23							
K	40	42	42	43	43	44	40	40			39							
1	37	34	34	33	34	34	33	33			46							
2	45	44	44	45	45	46	45	45			45							
3	43	42	42	44	45	45	44	45			34							
4	28	29	29	28	28	30	29	29			30							
5	29	28	28	26	26	27	27	27			42							
6	41	37	36	38	38	36	36	36			40							
7	51	44	47	47	46	49	45	45			56							
8	56	56	55	54	54	56	55	55			62							
9	59	62	64	67	68	66	63	64			66							
10	65	57	64	62	63	63	64	64			50							
11	45	53	51	54	50	52	53	51			53							
12	51	55	53	53	53	53	51	51			63	Graduated 64 Seniors Class of '23 (We had a "super, super Senior" that finished their last credit in September & walked in Spring)						
											626							
ALP only		0	0	0	0	0	0	0			2							
Total	590	588	589	594	593	601	585	585			655							
Pre-School	50	61	61	61	61	61	61	59			40							
Grand Total											695							
																		27
PSEO		5	5	5	5	5	5	5			2							
VL		6	6	12	12	12	12	12			9							
MS St. Mary's		12	12	12	12	12	12	12			16							
El. St. Mary's		20	29	29	29	30	30	30			13							
Homeschool		11	28	27	27	27	27	27			42							

5. Communications

- A. Ex-officio Student Representatives
- B. Deans of Students
- C. K-12 Principal

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Breckenridge Elementary School

Breckenridge Pride...Inspiring to Excel



K-12 Board Report March 2024

#1 BOARD VALUE: To provide a world-class education for Breckenridge students.

#2 BOARD VALUE: The board values the need for individualized learning and will prioritize our resources to support student achievement through active and engaging learning.

Breckenridge Pride:

- Congratulations to Brekin Anderson for placing 5th overall and qualifying for State in Dairy Cattle Judging at the FFA competition
- Mariah Hought placed 10th overall at the State DECA competition last week in the "Employment Interview" category! Congratulations!
- Breckenridge Elementary students brought in 439 lbs of food for the Richland/Wilkin Food Shelf.
- Mr. Goldade's traditional Pi Week was a success - fun memories for all!
- High School Band's 3 Superior ratings at contest last week.
- High School Choir's 3 Excellent rating at contest 2 weeks ago.
- "Magic of Reading" evening lyceum brought in 78 attendees to see a magic show and emphasize the importance of reading. Curtis Hed shared how reading helped him grow to be the magician he is today from a very young age. Thank you, Lindsay Eggiman, for arranging this event!

Conferences:

+ Conference numbers 2023-24

- Elementary K-4 - All but one class had better than 90% attendance rate.
- Secondary - At the most we had 65% attendance; most classes were below 50%
 - Held them in the gymnasium w/o sign-ups. Heard positives about doing it this way.

MCA Testing:

- Fine tuning schedules
- Con't to work on proctor training and training new staff
- Shared resources with teachers about how to access resources for students to prepare them for the tests.
- Meeting with elementary and middle school students to plan for some motivational rewards after testing is complete.

Breckenridge Elementary School

Breckenridge Pride...Inspiring to Excel

Staffing for next year:

- Reading Corps:
 - We have been awarded 2 positions for next year.
- Two hirings complete - SPED and English

Summer Camps and Summer School/Credit Recovery:

- Combining resources with the LASSO Center

Grades	Attendees	Min.	Max.	Certified Staff	Non-certified staff	Length
K-3	Open to all K-3 students	5	15	1 @ \$1500	1@ \$500	2 weeks - 2 hours/day
4-6	Open to all 4-6 students	5	15	1 @ \$1500	1@ \$500	2 weeks - 2 hours/day
7-8 Session 1	Required for 7-8th "Summer School" students that have failed any 7-8 course	NA	NA	1 @ \$1500	2@ \$500	2 weeks - 2 hours/day
7-8 Session 2	Required for 7-8th "Summer School" students that have failed any 7-8 course	NA	NA	1 @ \$1500	2@ \$500	2 weeks - 2 hours/day
7 - 12th	Open to all 7-12th students	5	15	1 @ \$1500	1@ \$500	2 weeks - 2 hours/day
7 - 12th	Open to all 7-12th students	5	15	1 @ \$1500	1@ \$500	2 weeks - 2 hours/day
9-12	9-12 Credit Recovery - Edmentum	NA	NA	TBD	TBD	June - 3 weeks?
9-12	9-12 Credit Recovery - Edmentum	NA	NA	TBD	TBD	Aug - 3 weeks?

- D. Facilities Manager
- E. Business Manager
- F. Superintendent
- G. Committee Reports

6. Old Business

7. New Business

- A. Resolution Accepting Donations
- B. Local #1299 Teacher Contract
- C. Activities Committee Recommendation
- D. Accept Gym Floor Bid

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Kensok's/F-M Flooring

Adding Hardwood Parquet Flooring \$37,967.00

Sand & Refinish Gymnasium Hardwood \$60,892

Johnson Floor Sanding

Sanding, game lines, and finish, painting & replace ~ 600 sq. ft. of synthetic floor with similar wood

\$40,450.00

H2I Group

Base Bid Sand/Refinish Existing: \$40,000

Option 1-Remove and Replace w/sportwood: \$15,000

Option 2-Resurface Pulastic: \$25,000



Making Hardwood Great...Since 1978
 1919 Main Ave
 Fargo ND 58103
 701-282-6662 phone
www.kensoks.com

Date: 2/8/2024
 Labor price good until: 8/6/2024
 Plywood pricing good until: 2/15/2024
 Other material prices good until: 3/9/2024
 Estimate #: J24020801
 Start:



All Floor Covering
 1919 Main Ave.
 Fargo, ND 58103
 701-235-8096
www.f-mflooring.com

FLOORING ESTIMATE

Location: **Breckenridge High School**
 710 13th St. N.
 Breckenridge MN 56520
 218-643-2694
bernotasracing@yahoo.com

Billing: **Same**

This estimate based on JR site visit 1-26-24.

Add Hardwood Parquet Flooring

Area: 6 1/2' x 98' area between gymnasium doors.
Currently: Poured urethane flooring with pad. Over a standard subfloor system of 2 layers of 1/2" plywood with thrust cushions.
Size: 637 sf

Scope of Work

Remove poured urethane floor with pad and 1/2 row of maple parquet. Sand subfloor smooth in prep for new parquet.
 Supply custom maple parquet flooring.
 Install, gluing down to plywood subfloor. Install all one direction.
 Does not include sanding and finishing as this is bid separately.

Add Hardwood Parquet Flooring Total \$ 37,967

Sand & Refinish Gymnasium Hardwood

Flooring: Maple, custom parquet. Main Basketball court is alternates direction every 3' and the rest of the gym is running the same direction.
Area: Gymnasium
Currently: There are many coats of oil poly.
Size: 9604 sf

Scope of Work

Bleachers to stay in place. They have at least one 220V power source. We may need our generator.
 Contain dust by closing doors and using vacuums on machinery.
 Sand and finish natural with 3 coat system of commercial grade waterborne urethane.
 Add to stain inside 3 point line.
 Paint 3 basketball courts and 3 volleyball courts.
 Paint 2 logos.
 Paint 14 letters and perimeter.

Sand & Refinish Gymnasium Hardwood Total \$ 60,892



Making Hardwood Great...Since 1978
 1919 Main Ave
 Fargo ND 58103
 701-282-6662 phone
www.kensoks.com

We're proud partners at Kensoks Hardwood Floors and F-M Flooring. Our partnership allows easy and direct access to experts in residential flooring and commercial flooring. Our divisions work together to make the complexity of hardwood, carpet, resilient, and ceramic tile as seamless as possible. There is no obligation to another segment, but the expertise is available if needed.



All Floor Covering
 1919 Main Ave.
 Fargo, ND 58103
 701-235-8096
www.f-mflooring.com

Terms & Acceptance

Corresponding Estimate: **J24020801**

Please submit down payment if required and also the signed estimate to schedule your project.

Finances: Amount Down= **None for service work. 50% for installations. If desired, round off to the nearest \$100.**
 This contract is accepted if down payment or material draw are paid.
 Balance due within 30 days of completion. Billing done progressively if project extends over 30 days.
 Finance charge of 18% APR (1.5% monthly) on any balance 30 days past due.
 Any clerical errors will be corrected upon billing, including discrepancies in square footage.
 Customer shall pay all court costs and attorney fees incurred by Rodger's Inc. in enforcing its right by legal action under this Contract or under any state law.

Lien Statement: The above listed property and/or that owned by the responsible part is subject to a mechanics lien for failure to pay as per the terms listed above.

Guarantee: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered under Workman's Compensation Insurance.

Acceptance: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any clerical errors will be corrected on billing.

Signature: _____ **Date:** _____

JOHNSON FLOOR SANDING

57963 CSAH 22
Litchfield, MN 55355
320-212-8063

Jerry Rosenthal
Breckenridge Public Schools
710 N. 13th St.
Breckenridge, MN 56520

Proposal to sand and finish gym floor (High School Gym)

- * Sand and seal with Hillyards "Court Guard" water-based sealer
- * Replace ~ 600 sq. ft. of synthetic floor with wood to match existing floor
- * Replace game lines as discussed
- * Buff, clean and add two coats of Hillyards "Trophy H2O" water-based finish
- * Lettering to be done by Sid's Signs, New Ulm, MN (507-359-9536)
Email: sidssignsonbroadway@yahoo.com

School is responsible for:

- * Electrician to hook up 3 phase 220 volt (required for sanding machines), 100 amp.
- * Disposal of all trash generated including sanding dust, empty containers, used sand paper, etc.
- * Provide Sid's Signs with exact font of lettering and approve logo designs.
- * Provide 24/7 access to gym.

Bid includes all labor and material (for year 2024) Option #1

Sanding, game lines, and finish	\$ 20,500.00
Painted 2' x 4' border	\$ 500.00
"B" Logo in center circle	\$ 1,250.00
"Sanford Health" on side of court	\$ 700.00
"COWBOYS" and "COWGIRLS" in end border (wood relief)	\$ 1,500.00
* Replace ~ 600 sq. ft. of synthetic floor with similar wood	\$ <u>16,000.00</u>
Total	\$ 40,450.00

* Replace 6' of the synthetic floor, with wood to match existing flooring. Assumptions are that the concrete under the synthetic floor, matches the concrete under the wood floor. This would be 8 rows of flooring. If the width uses an extra row, the price would increase proportionally. This repair would need to take place before the summer sanding season starts.

Final approved design could change price.

* Price based on reasonable increases in supply costs. Unpredictable price increases could result in increases in this proposal. Also, JFS cannot be responsible for raw material shortages.

Submitted by: _____ Mark L. Johnson

Accepted by: _____

SPORTS FLOORS * RESIDENTIAL * COMMERCIAL

← RE: Breckenridge HS Gym Floor

[View message](#)

Sean Rivard

1/15/24



Hi Brian, Can you shoot me a file of the B? I...



[View message](#)



Sean Rivard

to Me

Jan 15, 10:47 AM



Hi Brian,

Please see attached for three renderings with different options. Let me know what you like, don't like about the different options and I can update a rendering.

Once I get an idea of graphics wanted, I can finalize pricing. For budgets we are looking at around the following at the high end.

- Base Bid – Sand/Refinish Existing = \$40,000
- Option 1 – Remove 600sf of Pulastic and Replace with Sportwood = \$15,000
- Option 2 – Resurface Pulastic (sand, pour 1mm urethane, apply topcoat, paint game lines) = \$25,000

Thanks!

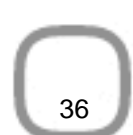
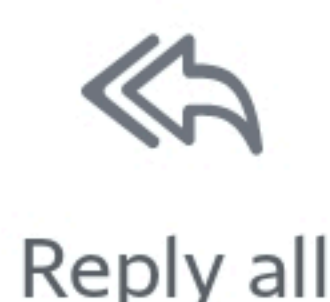
Sean

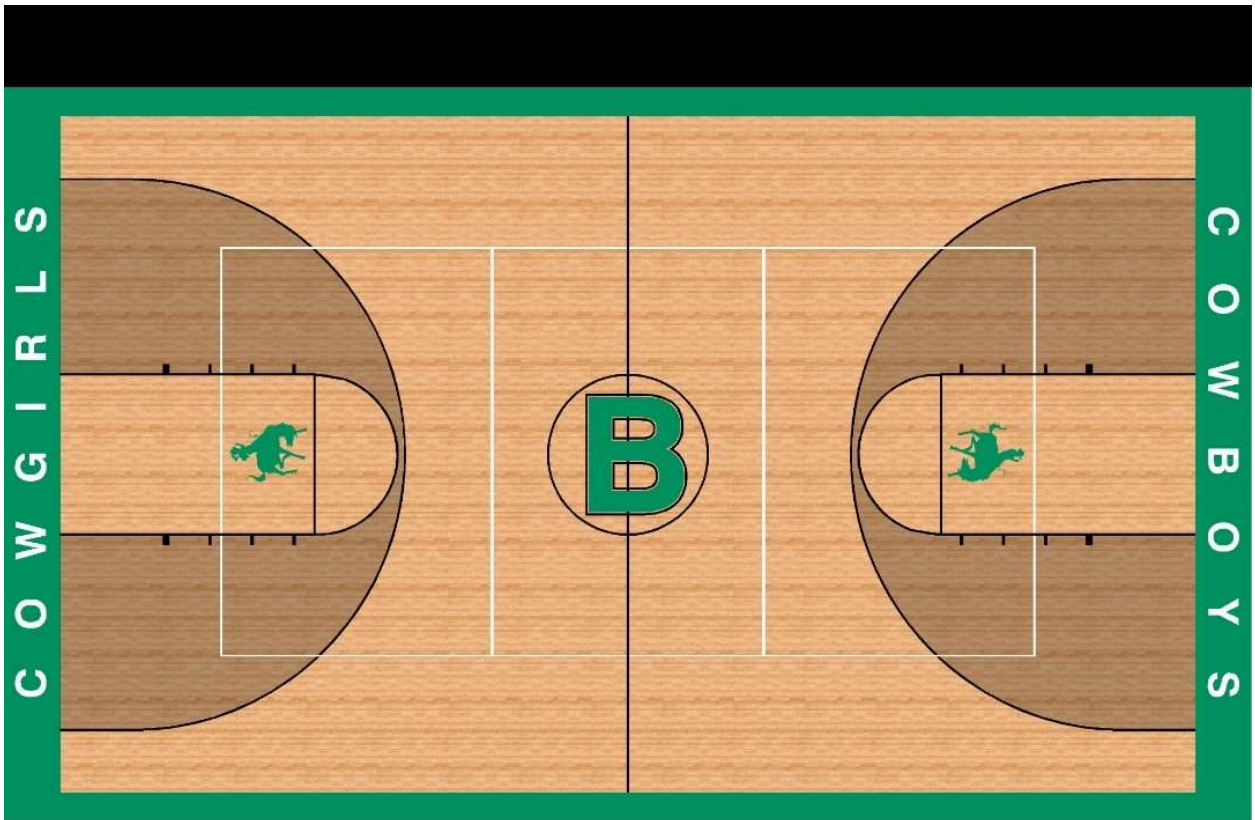
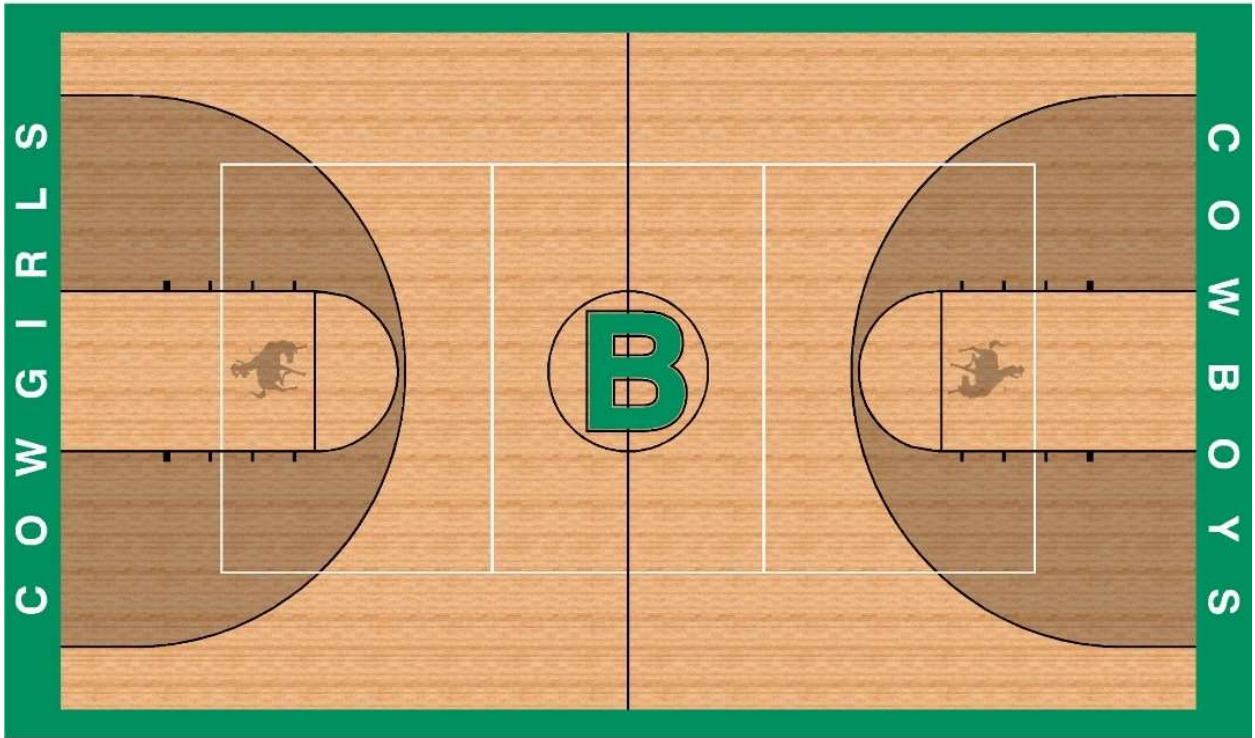


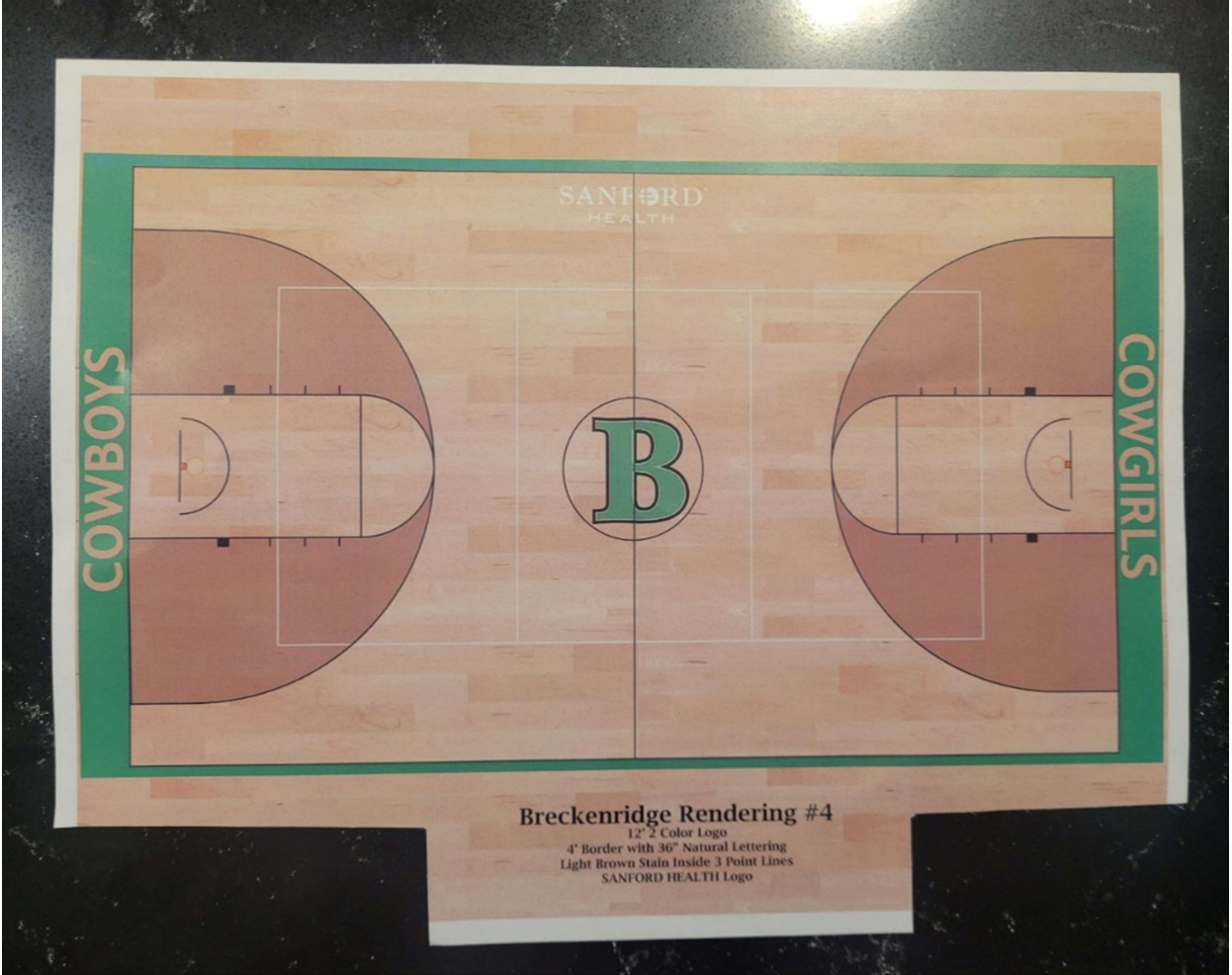
Sean Rivard | Athletic Facility Specialist
 Office/fax: 612-362-2133 | Cell: 952-212-0422
SRivard@H2IGroup.com h2igroup.com



From: Brian Bernotas <bernotasracing@yahoo.com>
Sent: Monday, January 8, 2024 2:44 PM
To: Sean Rivard <SRivard@H2IGroup.com>
Subject: Re: Breckenridge HS Gym Floor







- E. Senior Class Last Day
- F. Alternative Learning Coordinator Position
- G. First reading Policies 410; 415

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Adopted: 07/13/2004

Breckenridge ISD 846 Policy 410

Orig. 1995

Revised: 5/15/2024 ~~03/18/2019~~

Rev. 20~~15~~23

Substantial update: clarifies “parental care” and “employer” & updates 12-week leave language

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

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

for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member;
8. to address **care needs of a covered military member's parent who is incapable of self-care;** ~~parental care needs;~~ and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

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

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

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

J. “Veteran” has the meaning given in 38 **United States Code section ~~U.S.C.~~ § 101.**

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

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

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

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

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

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

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

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one

spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

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

service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

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

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

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

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district employer. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month~~

~~period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the ~~school district employer~~ so that the total leave does not exceed 12 weeks, unless agreed by the ~~school district employer~~, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the ~~school district employer~~ reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

3. If the **instructional** employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, **the** school district may require the employee to continue taking leave until the end of the semester.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

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

VI. OTHER

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

VII. DISSEMINATION OF POLICY

- A. ~~This policy shall be conspicuously posted in each school district building in areas accessible to employees.~~ A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

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

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Abuse" means:
 - 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
 - 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of

repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.
4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform

services against the vulnerable adult's will for the profit or advantage of another.

- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated reporter" means a professional or professional's delegate while engaged in education. ~~any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.~~
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- I. Neglect also ~~means includes~~ the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by **Minnesota Statutes section 626.5572, Subd. 17.**
- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- ~~D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be~~

~~disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.~~

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

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

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

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

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

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data*, as defined under [Minnesota Statutes section 13.02](#), to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (~~Government Data Practices; Collection, Security, and Dissemination of Records;~~ Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.23234 (~~Crimes Against Vulnerable Adults; Definitions~~)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 07/13/2004

Breckenridge ISD 846 Policy 410

Orig. 1995

Revised: 5/15/2024 ~~03/18/2019~~

Rev. 20~~15~~23

Substantial update: clarifies “parental care” and “employer” & updates 12-week leave language

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

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

for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member;
8. to address **care needs of a covered military member's parent who is incapable of self-care;** ~~parental care needs;~~ and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

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

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

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

J. “Veteran” has the meaning given in 38 **United States Code section ~~U.S.C.~~ § 101.**

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

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

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

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

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

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

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

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one

spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

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

service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

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

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

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

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district employer. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month~~

~~period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the ~~school district employer~~ so that the total leave does not exceed 12 weeks, unless agreed by the ~~school district employer~~, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the ~~school district employer~~ reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

3. If the **instructional** employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, **the** school district may require the employee to continue taking leave until the end of the semester.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

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

VI. OTHER

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

VII. DISSEMINATION OF POLICY

- A. ~~This policy shall be conspicuously posted in each school district building in areas accessible to employees.~~ A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

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

Adopted: 08/09/2005

Breckenridge ISD 846 Policy 506

Orig. 1995

Revised: ~~11/16/2023~~ 03/20/2024

Rev. 2023

Per MSBA, policies updated due to Minnesota statutory provisions or non-substantive changes can be approved at one meeting.
(Approval provision is included in Policy 208)

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all

students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting

enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death

to the student or another.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
 - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota

Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

common standards of decency and which is consistent with applicable school district policy;

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

VIII. CODE OF STUDENT CONDUCT

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

6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where

there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of an electronic device in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

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

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

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

- 1. Willful conduct that significantly disrupts the rights of others to an

education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than three (3) times in a school year, the school district shall notify the parent or guardian of the student's third removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
 1. When circumstances permit, students shall be removed from class upon agreement of the appropriate teacher and/or principal after an informal conference with the pupil.
 2. The removal from class may be imposed without an informal conference where it appears that the student will create an immediate and substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and no conference has been held, the teacher will notify the office immediately to inform the principal of the action taken.
 3. The length of time of the removal from class shall be at the discretion of the principal after consultation with the teacher, subject to the provisions of Minnesota Statute 127.41, Subdivision 3(e) and the Pupil Fair Dismissal Act.

4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.
 5. A teacher, school employee, bus driver or other agent of the district may use reasonable force to restrain a student in order to prevent bodily harm or death to another.
- D. Period of Time for which a Student may be Removed from Class (may not exceed five (5) class periods for a violation of a rule of conduct)
1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed From Class.
1. Students removed from class are to report to the office immediately. The teacher will alert the office. If assistance is required to remove the student, a school administrator may be sent to escort them.
 2. In the event of disobedient or aggressive behavior, the teacher should immediately call the office for assistance.
 3. Once in the office, the student will be supervised by office staff or a principal designee until administration can meet with the student.
- F. Procedures for Return of a Student to a Specific Class From Which the Student was Removed.
1. The student may return to class after a conference with the appropriate administrator or designee.
 2. This conference may include an examination of what happened and what can be done differently in the future to prevent it from happening again.
 3. The principal or designee will follow-up with any student incident reports that have been submitted by the classroom teacher to determine if further consequences are needed.
 4. The leveled system of discipline will be used as a guide in determination of discipline.
- G. Procedures for Notifying a Student and Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. The principal or designee determines the necessity of parent/guardian notification resulting from the student being removed from class.
2. The principal or designee will work with the teacher to notify the student of the violation of the discipline rules and resulting disciplinary action.
3. The principal or designee will notify parents/guardians of any additional consequences, if needed, as outlined in the student handbook. This notification may take the form of a phone call, email, conference, or written notice mailed to the parents/guardians.

H. ~~Disabled~~ Students ~~with a Disability~~; Special Provisions.

1. Students with chronic behavioral issues will require documented interventions before they can be referred for special education testing. These will be determined by the referring staff members and monitored for results. In the event the interventions have no impact on the behaviors, a special education referral will be made through the high school office, a pre-assessment meeting will be scheduled with the parent/guardian and testing will be done pending their approval.
2. Students with an IEP may be removed from class for behaviors that interfere with the learning and/or safety of other students and staff. Removal must not exceed five consecutive days or ten cumulative days for the year without a manifestation determination meeting of the members of the student's IEP team to decide if the special needs are causing the behaviors. If a student has an individual behavior plan in their IEP, that may take the place of the outline above.

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

1. The school district will maintain a chemical abuse pre-assessment team comprised of school counselor(s), social worker(s), principal/designee and activities director.
2. Administration, with reasonable suspicion of student use of alcohol or other illegal substances during the school day, and/or school sponsored events, may implement or direct the use of a Passive Breath Alcohol Sensor device to determine alcohol consumption. Law enforcement may be called to help assist with this procedure.
3. Administration, with reasonable suspicion of student use of illegal substances during the school day, and/or school sponsored events, may implement or direct the use of procedures allowed under the law, to determine chemical use. Law enforcement may be called to help assist in

this procedure.

- J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.
 - 1. The student handbook will be used to determine appropriate interventions for violations of the code of student conduct.

- K. Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.
 - 1. In the event of student behavior concerns, classroom teachers are highly encouraged to contact parents/guardians as soon as possible.
 - 2. Staff are encouraged to refer students to the school counselor, social worker or Teacher Assistance Team (TAT) for additional support of students and families when behavior concerns arise.
 - 3. Communication to parents may include a phone call, email, written correspondence, or invitation to a conference.

- L. Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.
 - 1. Early detection of behavioral problems is the key to a successful classroom environment. Early detection procedures may include but are not limited to staff development activities that keep teachers informed as to current behavioral instructional strategies and the use of appropriate school resources to best meet student needs.

- M. Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services
 - 1. Staff are encouraged to refer students who may need special education services to the school counselor, social worker or Teacher Assistance Team (TAT).

- N. Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.
 - 1. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct. Refer to Policy 514

Bullying Prohibition.

2. Staff development activities include identifying, preventing, and appropriately addressing bullying.
3. The school district investigates all complaints of bullying reported to the school district.

XII. DISMISSAL

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

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

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

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

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

- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the

Pupil Fair Dismissal Act:

- a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
 3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health

screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education

services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage counselor/mental health services;
 - b. for K-6 students, a parent or guardian of the student may be encouraged to attend school with the student for one day;
 - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian

within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested

for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be

made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for

special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's

educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any

record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)

Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

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

Adopted: 07/13/2004

Breckenridge ISD 846 Policy 414

Orig. 1995

Revised: 3/20/2024 ~~12/16/2019~~

Rev. 20~~19~~22

Per MSBA, policies updated due to Minnesota statutory provisions or non-substantive changes can be approved at one meeting.
(Approval provision is included in Policy 208)

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with **Minnesota Statutes chapter 260E** ~~Minn. Stat. § 626.556~~ requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~which~~**that**:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of ~~Minn. Stat. Ch.~~ **Minnesota Statutes chapter 260C (Juvenile Safety and Placement** ~~Child Protection~~) and **Minnesota Statutes chapter** ~~Minn. Stat. Ch.~~ **260D (Child in Voluntary Foster Care for Treatment)**, includes an individual under age 21 who is in foster care pursuant to **Minnesota Statutes chapter** ~~Minn. Stat. §~~ **260C.451 (Foster Care Benefits Past Age 18)**.

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being maltreated ~~neglected or physically or sexually abused~~, or has been maltreated ~~neglected or physically or sexually abused~~ within the preceding three years.
- E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- FE. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical ~~care~~, or other care required for the child’s physical or mental health when reasonably able to do so; ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors ~~such~~ as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~the child’s his or her~~ own basic needs or safety, or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance ~~as defined in state law~~ used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, ~~or~~ medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by ~~Minnesota Statutes section Minn. Stat. §~~

260C.007, ~~Subd.~~ subdivision 6, clause (5);

7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior ~~which that~~ contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

~~Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care. does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.~~

- GF. "Nonmaltreatment mistake" ~~means~~ occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under ~~Minn. Rules P~~ Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter ~~Minn. Rules Ch.~~ 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- IG. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or

mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by [Minnesota Statutes section 125A.0942](#) or [245.825](#).

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian ~~which that~~ does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by [Minnesota Statutes section 121A.582](#).

Actions ~~which that~~ are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~which that~~ result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in [Minnesota Statutes section 609.02, subdivision 6](#); (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~which that~~ were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or ~~that~~ subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under [Minnesota Statutes section 609.379](#), including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under [Minnesota Statutes section 121A.58](#).

- JH.** "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes ~~neglect or physical or sexual abuse~~ **maltreatment** of a child and contains sufficient content to identify the child and any person believed to be responsible for the ~~maltreatment, neglect or abuse~~, if known.
- Kf.** "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- Lj.** "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in [Minnesota Statutes section 609.341, subdivision 15](#)), or by a person in a current or recent position of authority (as defined in [Minnesota Statutes section 609.341, subdivision 10](#)) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication

of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~which that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which that~~ requires registration under **Minnesota Statutes section 243.166, subdivision 1b(a) or (b) (Registration of Predatory Offenders)**.

M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

~~K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.~~

~~L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.~~

~~M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.~~

IV. REPORTING PROCEDURES

A. A mandated reporter ~~as defined herein~~ shall immediately report the information ~~neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years,~~ to the local

welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.

- B. ~~If the immediate report has been made orally,~~ An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatment the report. Any ~~The written~~ report shall be of sufficient content to identify the child, any person believed to be responsible for the ~~abuse or neglect~~ maltreatment of the child if the person is known, the nature and extent of the ~~abuse or neglect~~ maltreatment and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report. ~~Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any

punitive damages set by the court or jury, ~~plus costs and reasonable attorney fees.~~ ~~and the reckless~~ ~~Knowingly or recklessly~~ making ~~of~~ a false report also may result in discipline. ~~The court may also award attorney's fees.~~

V. INVESTIGATION

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

- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, [Minnesota Statutes chapter 13](#), and the Family Educational Rights and Privacy Act, 20 [United States Code section 1232g](#).

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

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

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

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

Adopted: 08/09/2005

Breckenridge ISD 846 Policy 522

Orig. 1995

Revised: 03/20/2024 ~~10/21/2020~~

Rev. 20~~20~~22

Per MSBA, policies updated due to Minnesota statutory provisions or non-substantive changes can be approved at one meeting. (Approval provision is included in Policy 208)

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. **The school district's Title IX Coordinator is: Corinna Erickson, K-12 Principal, ericksonc@isd846.org 218-643-6681, 810 Beede Avenue, Breckenridge, MN 56520; 218-643-2694, 710 13th Street North, Breckenridge, MN 56520 Backup Title IX Coordinator: Jordan Christensen, 7-12 Dean of Students**

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

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

II. DEFINITIONS

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

- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 **United States Code section ~~U.S.C.~~ 1092(f)(6)A(v)**), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 **United States Code section ~~U.S.C.~~ 12291**).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to

ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under [Minnesota Statutes section 121A.41](#), as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
 5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator,

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

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any

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

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

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

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

F. Notice

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

G. Consolidation

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

or circumstances.

H. Evidence

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

I. Burden of Proof

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

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity

of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A.** Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B.** Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the

alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

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

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;

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

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the

individual complainant or respondent that affected the outcome of the matter.

- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a

determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

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

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with

the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

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

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

8. Adjournment