



## ROYALTON BOARD OF EDUCATION

Regular Meeting Agenda

May 12, 2025

6:00 PM

### 1. Call to Order

### 2. Pledge to Flag

### 3. Roll Call

### 4. Board Chair Comments

### 5. Approval of Agenda

### 6. Appreciation, Recognition and Presentations

#### **Description:**

- Royalton PTO for Playground Donation
- Teachers of Excellence
- Pillars of Excellence
- Students of Character
- Spring Students of the Month
- NHS Club Update
- Art Presentation

### 7. Recognition of Citizens for Input Purposes

### 8. Reports/News

8.a. Board Committee Report

8.b. Superintendent Report

8.c. Business Manager Report

8.d. Principal Report

8.e. Activities Director

**Description:** Fundraiser Update

### 9. Consent Agenda Approval

**Description:** \*The Board is consenting to approve items listed below as presented, at one time. At any point a Director can pull an item off the consent agenda for further discussion.

9.a. Approval of Regular Board Meeting Minutes

9.b. Claims, Accounts and Financial

**Description:** Approve accounts payable and receivables, and employee reimbursements as attached and approve all other financial reports as presented.

9.c. Approval of Resignation/Termination

9.d. Approval of New Hires

**Description:** The Royalton School Board will approve the following hires based upon the findings of each individual's background check, licensure status, and discipline report from the MN Department of Education.

### 10. Discussion/Information/Action Items

10.a. Vote for Board Co-Chairs

10.b. Resolution of Board Co-Chairs

10.c.IOWA Resolution

10.d.FY26 Budget Presentation

10.e.Summer School Update

10.f.MOU with REM Regarding ECFE Teachers

10.g.Revisit SRO Discussion

**Description:** *Schedule Work Session for further discussion*

10.h.Approval of Donations by Resolution

10.i.Policy Reading

10.i.1.First Policy Readings

**Description:** *Policy 413 + Form: Harassment and Violence*

*Policy 506: Student Discipline*

*Policy 516 + Forms: Student Medication*

*Policy 516.5: Overdose Medication*

*Policy 525: Violence Prevention*

*Policy 806: Crisis Management*

10.i.2.Second Policy Reading

**Description:** *Policy 413*

*Policy 621: Literacy and the Read Act*

*Policy 721: Uniform Grant Guidance Policy Regarding Federal Revenue* Sources

10.i.3.Second and Final Policy Reading

**Description:** *Policy 704: Development and Maintenance of an Inventory of a Fixed*

*Asset Accounting System*

10.i.4.Approval of Third Policy Reading

**Description:** *Policy 522: Title IX Sex Nondiscrimination Policy, Grievance and Process*

## 11.Upcoming Meeting Schedule

### **Description:**

- *Tuesday, August 11th, 8:30 AM Policy Meeting*
- *Monday, August 24th, 6:00 PM Regular Board Meeting*

## 12.Closed Meeting to discuss Negotiation Strategies as permitted by Minn. Statute 13D.03

## 13.Adjournment



**ROYALTON**  
PUBLIC SCHOOLS

*Home of the Royals*

**RESPECT · HONESTY · INTEGRITY · LEADERSHIP · ACCOUNTABILITY · SERVICE**

120 Hawthorn Street, Royalton, MN 56373  
Phone (320) 584-4000  
royaltonpublicschools.org

FISCAL YEAR 2025  
MAY BUDGET UPDATE  
SCHOOL BOARD MEETING

# ENROLLMENT

- Original 24-25 Adopted Budget: 910 ADM / Revised Budget: 918 ADM
  - April enrollment K-12 = 925
    - ADM's calculated based on weighted factor
    - K-6th Grade = 1.0
    - 7th-12th Grade = 1.20
  
- 23-24 School ADM Served Report: 907 ADM / 991 APU
  
- Enrollment Tracking
  - Monthly
  - Budget impact
  - Updates to MDE ADM Web Estimates
    - 08/06/24 - 910 ADM
    - TBD - 918 ADM

# HISTORICAL ENROLLMENT

## Royalton School District

### Historical Adjusted Average Daily Membership (ADM)

	EC	HK	KGF	1	2	3	4	5	6	7	8	9	10	11	12	Total K-12	% Change
24-25	13.00	0.00	76.00	66.00	68.00	69.00	70.00	72.00	62.00	69.00	72.00	82.00	74.00	60.00	78.00	<b>918.00</b>	1.21%
23-24	12.68	10.00	58.00	67.00	68.00	74.00	68.00	57.00	70.00	70.00	79.00	73.00	65.00	77.00	71.00	<b>907.00</b>	-2.96%
22-23	8.92	8.96	55.82	68.00	72.35	68.30	59.43	71.00	72.11	88.26	77.87	69.48	87.00	74.22	61.85	<b>934.65</b>	2.85%
21-22	3.18	6.84	58.70	70.50	67.00	57.15	66.93	63.08	86.94	72.96	69.96	84.48	78.06	68.72	57.43	<b>908.75</b>	-0.87%
20-21	4.15	5.66	61.01	67.58	53.88	62.86	61.21	84.16	74.07	67.20	89.16	83.73	72.53	66.81	66.82	<b>916.68</b>	-2.89%
19-20	5.77	8.19	59.94	60.12	63.03	61.02	84.45	67.73	73.52	90.87	86.52	76.63	74.75	77.26	59.93	<b>943.96</b>	-0.02%
18-19	3.98	6.66	54.13	64.12	57.29	81.43	64.99	70.26	94.37	85.31	78.93	73.62	87.06	65.19	60.77	<b>944.13</b>	1.25%
17-18	4.38	7.74	56.22	54.94	82.69	65.49	70.34	92.41	80.47	79.80	72.39	88.91	71.04	67.01	43.05	<b>932.50</b>	1.63%
16-17	5.00	12.78	44.31	79.43	63.36	69.41	88.72	68.95	74.01	67.75	85.90	72.55	75.69	56.85	57.85	<b>917.56</b>	-2.87%
15-16	7.39	19.77	60.34	64.18	70.13	90.00	70.51	75.05	67.37	88.03	71.31	75.95	64.97	65.56	61.46	<b>944.63</b>	2.62%
14-15	10.51	12.96	48.19	70.25	93.64	69.65	74.30	71.52	87.16	73.67	72.31	64.56	64.56	64.75	53.01	<b>920.53</b>	3.21%
13-14	8.55	13.76	59.52	91.62	71.97	75.60	69.92	80.43	74.21	69.13	62.53	64.53	68.88	49.49	40.35	<b>891.94</b>	

EC	Adjusted ADM for early childhood special education students
HK	Adjusted ADM for kindergarten special education students / no longer used starting in FY25
KGF	Adjusted ADM for non-special education kindergarten students in full-time programs

# GENERAL FUND REVENUES - MONTH END = MARCH 2025

REVENUE								March 31, 2025	March 31, 2024	March 31, 2023		
REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	March 31, 2024	March 31, 2023
STATE	9,225,545	9,727,486	9,993,360	10,732,541	10,906,784	7,204,928	3,527,613	67.1%	66.9%	69.3%	6,511,993	6,393,828
FEDERAL	820,435	377,765	120,000	164,000	164,000	37,751	126,249	23.0%	26.8%	63.5%	101,058	520,636
PROPERTY TAXES	663,787	788,165	838,060	847,745	849,335	367,898	479,847	43.4%	39.3%	0.0%	309,822	-
LOCAL (FEES, INTEREST, ETC.)	819,937	784,723	515,475	524,822	412,752	560,606	(35,784)	106.8%	75.8%	99.4%	594,697	815,328
<b>TOTALS</b>	<b>11,529,704</b>	<b>11,678,138</b>	<b>11,466,895</b>	<b>12,269,108</b>	<b>12,332,871</b>	<b>8,171,183</b>	<b>4,097,925</b>	<b>66.6%</b>	<b>64.4%</b>	<b>67.0%</b>	<b>7,517,570</b>	<b>7,729,791</b>

- Overall, slightly ahead as a % of the board approved revised budget at 66.6%
  - Local revenue exceeds current budget due to an increase in donations

# GENERAL FUND EXPENDITURES - MONTH END MARCH 2025

EXPENDITURES								March 31, 2025	March 31, 2024	March 31, 2023		
OBJECT SERIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	March 31, 2024	March 31, 2023
SALARIES & WAGES	6,412,479	6,871,879	7,063,649	7,030,106	7,168,018	4,401,987	2,628,120	62.6%	63.2%	63.1%	4,346,016	4,043,224
EMPLOYEE BENEFITS	1,756,061	1,910,867	1,964,817	2,161,451	2,221,371	1,334,746	826,705	61.8%	64.2%	66.0%	1,226,364	1,159,011
PURCHASED SERVICES	1,776,111	2,065,094	1,443,836	1,879,742	1,799,589	1,328,144	551,598	70.7%	64.0%	78.2%	1,322,126	1,388,936
SUPPLIES	994,099	1,050,348	830,923	813,216	815,074	588,773	224,443	72.4%	72.0%	74.1%	755,816	736,199
EQUIPMENT	1,014,689	264,033	265,000	316,381	276,931	264,501	51,880	83.6%	56.4%	72.6%	148,802	737,029
OTHER EXPENDITURES	28,070	2,412	32,150	1,208	2,453	65,112	(63,904)	5390.1%	1088.9%	103.1%	26,261	28,942
<b>TOTALS</b>	<b>11,981,509</b>	<b>12,164,634</b>	<b>11,600,375</b>	<b>12,202,105</b>	<b>12,283,436</b>	<b>7,983,262</b>	<b>4,218,842</b>	<b>65.4%</b>	<b>64.3%</b>	<b>67.5%</b>	<b>7,825,384</b>	<b>8,093,341</b>

- Overall, on track as a % of the board approved revised budget at 65.4%

# GENERAL FUND EXPENDITURES - MONTH END MARCH 2025

- Salaries & Wages - slightly under budget
- Benefits - under budget
- Purchased Services - on track w/ budget
  - Property Insurance paid in full
  - LTFM repairs & maintenance projects
  - Mid-State Special Education Services
  - PSEO
- Supplies - on track w/ budget
- Capital - on track w/ budget
  - Bus purchase
  - Technology
  - Curriculum
- Other - on track w/ budget
  - Reclassification - end of year chargebacks



**Thank you!**

## Regular Meeting

Monday, April 14, 2025 6:00 PM

ECC RM PK 15, 120 South Hawthorn Street, Royalton, MN 56373

Jon Andres: Present  
Lucas Boyd: Present  
Randy Hackett: Present  
Rian Hofstad: Present  
Ellie Holm: Present  
Maria Traut: Present  
Present: 6.

### 1. Call to Order

### 2. Pledge to Flag

### 3. Roll Call

### 4. Board Chair Comments

03.27.2025 Closed Session for Superintendent Evaluation: Summary-

Attendance: Dr. Wehrkamp Herman, Heidi Hagen, David Lemm, Mandy Sadlo, Ellie Holm, Lucas Boyd, Jon Andres, Randy Hackett, Rian Hofstad

Dr Wehrkamp Herman presented the 2 goals she is working on. The Board provided feedback, and her goals are right on track.

### 5. Approval of Agenda

Motion to approve agenda. This motion, made by Ellie Holm and seconded by Maria Traut, Passed.

**Voting Summary:** Yea: 6, Nay: 0

### 6. Appreciation, Recognition and Presentations

**Description:** YES Club Update

### 7. Recognition of Citizens for Input Purposes

### 8. Reports/News

8.a. Board Committee Reports

8.b. Superintendent Report

8.c. Business Manager Report

8.d. Principal Report

8.e. Athletic Director Report

### 9. Consent Agenda Approval

Motion to approve the Consent Agenda. This motion, made by Randy Hackett and seconded by Ellie Holm, Passed.

**Voting Summary:** Yea: 6, Nay: 0

9.a. Approval of Regular Board Meeting Minutes

9.b. Senior Class Trip Approval

9.c. Claims, Accounts, and Financial

9.d. Approval of New Hires

9.e. Approval of Resignations/Terminations

9.f. Election of Board Chair/Vice Chair/Co-Chair

Motion to move to Co-Chairs vs. Chair/Vice-chair with the contingency that every Board can decide which to use. This motion, made by Randy Hackett and seconded by Lucas Boyd, Passed.

**Voting Summary:** Yea: 6, Nay: 0

9.g. Process for Running Open Gyms

9.h. Revisit PSEO Discussion

9.i. Student Discipline Discussion

9.j. Approval of Worlds trip for Robotics Team

**Action(s) :**

Motion to approve World's trip for Robotics team. This motion, made by Rian Hofstad and seconded by Ellie Holm, Passed.

**Voting Summary:** Yea: 6, Nay: 0

9.k. Approval of Donations by Resolution

**Action(s) :**

Motion to approve Donations by Resolution. This motion, made by Maria Traut and seconded by Jon Andres, Passed.

**Voting Detail:**

Andres: Yea

Boyd: Yea

Hackett: Yea

Hofstad: Yea

Holm: Yea

Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10. **Upcoming Meeting Schedule**

**Description:** Finance Committee- April 23, 2025 at Noon

Policy Committee-April 23, 2025 at 2pm

Strategic Planning Meeting-April 30, 2025 at 6pm

Regular Board Meeting-May 12, 2025 at 6pm

11. **Closed Meeting to discuss Negotiation Strategies as permitted by Minn. Statute 13D.03**

**Action(s) :**

Motion to close the open meeting made at 7:45pm. This motion, made by Randy Hackett and seconded by Ellie Holm, Passed.

**Voting Summary:** Yea: 6, Nay: 0

*With Subsidiary Motions:*

Motion to open the closed meeting at 7:57pm. This motion, made by Randy Hackett and seconded by Lucas Boyd, Passed.

**Voting Summary:** Yea: 6, Nay: 0

Motion to close the closed meeting at 8:32pm. This motion, made by Randy Hackett and seconded by Ellie Holm, Passed.

**Voting Summary:** Yea: 6, Nay: 0

Motion to open the open meeting at 8:32pm. This motion, made by Rian Hofstad and seconded by Randy Hackett, Passed.

**Voting Summary:** Yea: 6, Nay: 0

12. **Adjournment**

**Action(s) :**

Motion to adjourn made at 8:33pm. This motion, made by Randy Hackett and seconded by Maria Traut, Passed.

**Voting Summary:** Yea: 6, Nay: 0

Royalton Public Schools  
Timecard Archive Detail

Id:	Calendar	Type/ Option	Pay/Ded Code	ACA Unit Conversion	Units Override	Rate	Amount	Account Code	Earn Sch	ACA Month	Pay Type	Check Description	Batch No	Created	Reimb No
114	04/30/2025	Brezinka, June	P	EBETAXABLE	0.00	7.39	\$7.39	01-005-760-000-720-366	1	04/15/2025	02	Meal Reimbursement		1038	
		Units Subtotal:		EBETAXABLE Total:	0.00		\$7.39								
		Units:		Emp Pay:	0.00		\$7.39								
1077	04/15/2025	Gregory, Curtis	P	EBETAXABLE	0.00	10.00	\$10.00	01-005-760-000-720-366	1	03/31/2025	02	Meal Reimbursement		1038	
		Units Subtotal:		EBETAXABLE Total:	0.00		\$10.00								
		Units:		Emp Pay:	0.00		\$10.00								
1055	04/30/2025	Howe, William	P	EBETAXABLE	0.00	10.00	\$10.00	01-005-110-000-000-366	1	04/15/2025	02	Meal Reimbursement		1038	
		Units Subtotal:		EBETAXABLE Total:	0.00		\$10.00								
		Units:		Emp Pay:	0.00		\$10.00								
1076	04/15/2025	Leisenheimer, Hannah	P	EBENONW2	0.00	1.26	\$1.26	01-005-110-000-000-366	1	03/31/2025	02	Mileage Reimburse		1038	
		Units Subtotal:		EBENONW2 Total:	0.00		\$1.26								
		Units:		Emp Pay:	0.00		\$1.26								
1062	04/30/2025	Liddane, Joelle	P	EBENONW2	0.00	60.34	\$60.34	01-020-301-322-830-433	1	04/15/2025	02	Ag supply reimburse		1038	
		Units Subtotal:		EBENONW2 Total:	0.00		\$60.34								
		Units:		Emp Pay:	0.00		\$60.34								
486	04/30/2025	Lippert, Thomas	P	EBETAXABLE	0.00	5.25	\$5.25	01-020-211-210-000-366	1	04/15/2025	02	Meal Reimbursement		1038	
		Units Subtotal:		EBETAXABLE Total:	0.00		\$5.25								
		Units:		Emp Pay:	0.00		\$5.25								
913	04/30/2025	Mathison, Lake	P	EBENONW2	0.00	33.14	\$33.14	01-020-211-210-000-366	1	04/15/2025	02	Reimbursement Meal		1038	
		Units Subtotal:		EBENONW2 Total:	0.00		\$58.00	01-020-211-210-000-366	1	04/15/2025	02	Reimbursement Parkir		1038	
		Units:		EBENONW2 Total:	0.00		\$91.14								
		Units:		Emp Pay:	0.00		\$91.14								

Royalton Public Schools  
Timecard Archive Detail

Calendar	Type/ Option	Pay/Ded Code	ACA Unit Override	Conversion Unit	Rate	Amount	Account Code	Earn Sch	ACA Month	Pay Type	Check Description	Batch No	Created Reimb No
04/15/2025	S202519-0	P	EBENONW2	0.00	17.64	\$17.64	01-010-203-000-000-366	1	03/31/2025	02	Mileage Reimburseme		1038
			Units Subtotal:	0.00		\$17.64							
			Units:	0.00		\$17.64							
			<b>Nyreen , Robyn</b>										
04/15/2025	S202519-0	P	EBENONW2	0.00	150.00	\$150.00	01-005-720-000-000-412	1	03/31/2025	02	Uniform Reimburseme		1038
			Units Subtotal:	0.00		\$150.00							
			Units:	0.00		\$150.00							
			Totals:	0.00		\$353.02							
<b>Employee Count</b>	<b>9</b>												

**Royalton Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
12 Student Activities	\$22,753.84
<b>Report Total</b>	<b>\$22,753.84</b>

**Royalton Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
01 General	\$190,210.70
02 Food Service	\$7,772.31
04 Community Service	\$7,769.56
<b>Report Total</b>	<b>\$205,752.57</b>

<b>ROYALTON PUBLIC SCHOOLS ISD 485</b>	<b>ROYALTON PUBLIC SCHOOLS ISD 485</b>						<b>REVENUE &amp; EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES &amp; PROGRAM SERIES</b>	<b>March 31, 2025</b>				
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<b>REVENUE</b>								March 31, 2025	March 31, 2024	March 31, 2023		
<b>REVENUE CATEGORIES</b>	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	March 31, 2024	March 31, 2023
STATE	9,225,545	9,727,486	9,993,360	10,732,541	10,906,784	7,204,928	3,527,613	67.1%	66.9%	69.3%	6,511,993	6,393,828
FEDERAL	820,435	377,765	120,000	164,000	164,000	37,751	126,249	23.0%	26.8%	63.5%	101,058	520,636
PROPERTY TAXES	663,787	788,165	838,060	847,745	849,335	367,898	479,847	43.4%	39.3%	0.0%	309,822	-
LOCAL (FEES, INTEREST, ETC.)	819,937	784,723	515,475	524,822	429,252	560,606	(35,784)	106.8%	75.8%	99.4%	594,697	815,328
<b>TOTALS</b>	<b>11,529,704</b>	<b>11,678,138</b>	<b>11,466,895</b>	<b>12,269,108</b>	<b>12,349,371</b>	<b>8,171,183</b>	<b>4,097,925</b>	<b>66.6%</b>	<b>64.4%</b>	<b>67.0%</b>	<b>7,517,570</b>	<b>7,729,791</b>

<b>EXPENDITURES</b>								March 31, 2025	March 31, 2024	March 31, 2023		
<b>OBJECT SERIES</b>	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	March 31, 2024	March 31, 2023
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PURCHASED SERVICES	1,776,111	2,065,094	1,443,836	1,879,742	1,799,589	1,328,144	551,598	70.7%	64.0%	78.2%	1,322,126	1,388,936
SUPPLIES	994,099	1,050,348	830,923	813,216	785,752	588,773	224,443	72.4%	72.0%	74.1%	755,816	736,199
EQUIPMENT	1,014,689	264,033	265,000	316,381	271,931	264,501	51,880	83.6%	56.4%	72.6%	148,802	737,029
OTHER EXPENDITURES	28,070	2,412	32,150	1,208	2,453	65,112	(63,904)	5390.1%	1088.9%	103.1%	26,261	28,942
<b>TOTALS</b>	<b>11,981,509</b>	<b>12,164,634</b>	<b>11,600,375</b>	<b>12,202,105</b>	<b>12,249,114</b>	<b>7,983,262</b>	<b>4,218,842</b>	<b>65.4%</b>	<b>64.3%</b>	<b>67.5%</b>	<b>7,825,384</b>	<b>8,093,341</b>

								March 31, 2025	March 31, 2024	March 31, 2023		
<b>PROGRAM SERIES</b>	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	March 31, 2024	March 31, 2023
SITE ADMINISTRATION	469,610	377,274	434,166	407,569	419,922	338,453	69,116	83.0%	82.0%	68.1%	309,231	319,787
DISTRICT ADMINISTRATION	284,379	283,238	277,291	277,682	285,619	202,210	75,472	72.8%	72.8%	76.2%	206,147	216,639
SUPPORT SERVICES	374,130	432,624	400,892	456,898	474,467	449,796	7,102	98.4%	76.5%	89.2%	330,756	333,734
REGULAR INSTRUCTION	4,401,453	4,740,822	4,712,269	4,757,005	4,837,394	2,766,874	1,990,131	58.2%	59.8%	63.2%	2,833,080	2,782,086
EXTRA-CURRICULAR ACTIVITES	692,268	667,876	429,602	589,329	582,725	412,526	176,803	70.0%	63.0%	69.3%	420,816	479,562
VOCATIONAL INSTRUCTION	235,669	310,868	326,338	313,781	336,948	200,440	113,341	63.9%	61.6%	65.2%	191,453	153,686
SPECIAL EDUCATION	1,444,518	1,881,015	1,690,515	1,876,174	1,865,020	1,106,133	770,041	59.0%	59.7%	60.3%	1,123,858	871,390
INSTRUCTIONAL SUPPORT	853,634	707,111	639,091	753,266	768,472	457,673	295,593	60.8%	49.0%	54.3%	346,265	463,838
PUPIL SUPPORT SERVICES	1,288,990	1,075,787	1,154,796	1,125,210	1,155,115	769,125	356,085	68.4%	69.4%	62.5%	746,354	805,022
FACILITIES	1,831,906	1,597,576	1,401,392	1,476,888	1,349,997	1,109,379	367,508	75.1%	76.0%	83.3%	1,214,949	1,526,126
OTHER FINANCING USES	104,952	90,443	134,023	168,304	173,435	170,654	(2,350)	101.4%	114.7%	134.8%	103,741	141,471
<b>TOTALS</b>	<b>11,981,509</b>	<b>12,164,634</b>	<b>11,600,375</b>	<b>12,202,105</b>	<b>12,249,114</b>	<b>7,983,262</b>	<b>4,218,842</b>	<b>65.4%</b>	<b>64.3%</b>	<b>67.5%</b>	<b>7,826,650</b>	<b>8,093,341</b>

ROYALTON PUBLIC SCHOOLS ISD 485		ROYALTON PUBLIC SCHOOLS ISD 485					REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES		March 31, 2025			
<b>ACTIVITY - OTHER FUNDS</b>								March 31, 2025	March 31, 2024	March 31, 2023		
			Adopted Budget	Revised Budget	Next Year Budget		Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	March 31, 2024	March 31, 2023
<b>REVENUE</b>	June 30, 2023	June 30, 2024				Received YTD						
FOOD SERVICE	684,998	786,620	757,330	858,230	815,700	503,690	354,540	58.7%	45.3%	66.7%	356,592	456,614
COMMUNITY EDUCATION	469,765	575,610	507,413	544,104	516,030	395,973	148,131	72.8%	62.0%	70.8%	356,901	332,667
DEBT SERVICE	2,032,740	2,019,203	2,078,334	2,126,689	2,156,280	1,190,481	936,208	56.0%	55.9%	50.7%	1,127,913	1,030,890
								March 31, 2025	March 31, 2024	March 31, 2023		
			Adopted Budget	Revised Budget	Next Year Budget		Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	March 31, 2024	March 31, 2023
<b>EXPENDITURES</b>	June 30, 2023	June 30, 2024				Expended YTD						
FOOD SERVICE	721,057	756,066	722,753	787,592	802,544	503,647	283,946	63.9%	61.5%	62.7%	464,759	452,114
COMMUNITY EDUCATION	436,612	563,212	581,470	554,009	493,007	352,227	201,782	63.6%	68.6%	63.3%	386,343	276,337
DEBT SERVICE	2,020,583	2,022,333	2,021,183	2,082,972	1,964,281	2,021,183	61,789	97.0%	100.0%	100.0%	2,022,333	2,020,583
<b>SUMMARY - ALL FUNDS</b>								March 31, 2025	March 31, 2024	March 31, 2023		
			Adopted Budget	Revised Budget	Next Year Budget		Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	March 31, 2024	March 31, 2023
<b>SUMMARY</b>	June 30, 2023	June 30, 2024				Expended YTD						
REVENUE	14,717,207	15,059,571	14,809,972	15,798,131	15,837,381	10,261,327	5,536,804	65.0%	62.1%	64.9%	9,358,977	9,549,962
EXPENDITURES	15,159,760	15,506,244	14,925,781	15,626,678	15,508,946	10,860,318	4,766,360	69.5%	69.0%	71.5%	10,698,818	10,842,375
SPENDING VARIANCE	(442,553)	(446,673)	(115,809)	171,453	328,435	(598,991)	N/A	N/A	N/A	N/A	(1,339,841)	(1,292,412)

Royalton Public Schools

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type					
PCB	77996	4295		AMAZON CAPITAL SERVICES		Check					
			E 01	020	710	000	430	BOC37H2WVS Shipping Address Labels, 1" x 2.	\$7.87		
			E 01	020	710	000	430	Amazon Shipping Charge	\$0.00		
PO#: 6246	Voucher #:	45439	Invoice	No:	1P6H-LC33-J9TH		4/11/2025			Paid Amt:	\$7.87
		E 01	020	260	000	000	430	B071JM699P Amazon Basics Wood-Cased #2 I	\$10.89		
		E 01	020	260	000	000	430	B08JZDBFRG Westcott 8" Straight Stainless St	\$15.99		
		E 01	020	260	000	000	430	B08LGRN2NR Wall Adapter 10 Pack, UorMe 1A	\$16.99		
		E 01	020	260	000	000	430	B08WRK5Y5Q EXPO Low Odor Dry Erase Mar	\$23.99		
		E 01	020	260	000	000	430	B08XV99SYK Dry Erase Erasers, 48 Pack Magi	\$13.99		
		E 01	020	260	000	000	430	Amazon Shipping Charge	\$0.00		
PO#: 6248	Voucher #:	45440	Invoice	No:	1YNW-NN9G-L3KY		4/11/2025			Paid Amt:	\$81.85
		E 01	020	301	000	628	433	B0BR5NM8L4 EF ECOFLOW RIVER 2 Max St	\$529.00		
PO#: 6215	Voucher #:	45442	Invoice	No:	17D6-RFQK-RC77		4/11/2025			Paid Amt:	\$529.00
		E 01	005	810	000	000	401	B0B18NVT5Z ZIPCCI 80 Pcs Standard Car Fu	\$7.59		
		E 01	005	810	000	000	401	Amazon Shipping Charge	\$0.00		
PO#: 6257	Voucher #:	45443	Invoice	No:	17C4-4CYV-91GW		4/11/2025			Paid Amt:	\$7.59
		E 01	020	211	000	000	401	B00006JN7V Highland Sticky Notes, 3 x 3 Inche	\$17.96		
		E 01	020	211	000	000	401	B00006JNK3 EXPO Low Odor Dry Erase Marke	\$72.60		
		E 01	020	211	000	000	401	B00443H520 Scotch Magic Tape 810P10K, 3/4"	\$89.56		
		E 01	020	211	000	000	401	B000QQ0144 EXPO Dry Erase Markers, Chise	\$140.94		
		E 01	020	211	000	000	401	B079ZV4V3L Amazon Basics 25-Sheet Capacit	\$37.51		
		E 01	020	211	000	000	401	B07H4N8DL9 Scissors Bulk Set of 5-Pack, Nlul	\$7.99		
		E 01	020	211	000	000	401	B07HBDK6MT Avery Glue Stic - Washable, Nor	\$38.34		
		E 01	020	211	000	000	401	B07SMXNDS1 BIC Write-Out Brand EZ Correct	\$19.64		
		E 01	020	211	000	000	401	B08D4MT4WQ Amazon Basics Heavy Duty Pac	\$35.13		
		E 01	020	211	000	000	401	B08ZC597RC Pastel Scissors, Nlulop 8" All Pur	\$23.76		
		E 01	020	211	000	000	401	Amazon Shipping Charge	\$0.00		
PO#: 6263	Voucher #:	45458	Invoice	No:	194C-HG6G-M7FK		4/11/2025			Paid Amt:	\$483.43
		E 01	005	720	000	000	401	B004DGO3WS Benadryl Children's Dye-Free Al	\$5.49		
		E 01	005	720	000	000	401	B017ADYGZS Welch Allyn 05031-750 SureTem	\$34.58		
		E 01	005	720	000	000	401	Amazon Shipping Charge	\$0.00		
PO#: 6259	Voucher #:	45459	Invoice	No:	16QH-T9FH-LYQL		4/11/2025			Paid Amt:	\$40.07
		E 01	010	203	300	000	430	1936023318 Carson Dellosa Skill Builders Read	\$3.09		
		E 01	010	203	300	000	430	1947569503 IXL The Ultimate 3rd Grade Math V	\$7.59		
		E 01	010	203	300	000	430	981072764X 200 Challenging Math Problems ex	\$14.90		
		E 01	010	203	300	000	430	B0CJ526F5R Brage Living 18 Inch Industrial Me	\$219.96		

Royalton Public Schools  
Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check
PCB	77996	4295		AMAZON CAPITAL SERVICES			
			E 01	010 203 300 000 430	Amazon Shipping Charge		\$0.00
PO#: 6253	Voucher #:	45460	Invoice	Invoice No: 1W6K-M6HW-D9DY	4/11/2025	Paid Amt:	\$245.54
			E 01	005 690 690 000 455	B09V3JXSS9 Apple Magic Keyboard with Touch		\$179.99
			E 01	005 690 690 000 455	Amazon Shipping Charge		\$0.00
PO#: 6218	Voucher #:	45461	Invoice	Invoice No: 1Q9t-RR6W-FN73	4/11/2025	Paid Amt:	\$179.99
			E 01	020 292 057 000 401	B000GBCXWQ Champion Sports Closed Reel I		\$15.03
			E 01	020 292 057 000 401	B000X3373Q Port a Pit Shot And Discus Carrier		\$17.00
			E 01	020 292 057 000 401	B08RYQYFGS QWORK 1/2" x 100' Fiberglass		\$8.46
			E 01	020 292 057 000 401	B0BMPJYSRG 1/4 Inch Track Spikes, 220pcs		\$13.59
			E 01	020 292 057 000 401	B0BS4J6S7J Gill Athletics S6 Spin Disc for Trai		\$104.97
			E 01	020 292 057 000 401	B0BXVNFK2 Gill Athletics S7 Spin Disc for Trai		\$132.00
			E 01	020 292 057 000 401	Amazon Shipping Charge		\$0.00
PO#: 6247	Voucher #:	45462	Invoice	Invoice No: 1X3H-H1GH-HWQH	4/11/2025	Paid Amt:	\$291.05
			E 04	005 505 000 321 401	B00160620A Champion Sports Electric Ball Pun		\$86.97
			E 04	005 505 000 321 401	B01LTDZTCK Mikasa Youth Basketball Ball Ultr		\$184.40
			E 04	005 505 000 321 401	Amazon Shipping Charge		\$0.00
PO#: 6223	Voucher #:	45394	Invoice	Invoice No: 1WYQ-41KR-P7H6	4/11/2025	Paid Amt:	\$271.37
			E 01	010 203 200 000 430	B0004F7GUI EXPO Low Odor Dry Erase Marke		\$13.39
			E 01	010 203 200 000 430	B005KFTW40 S&S Worldwide Color Splash! Li		\$26.99
			E 01	010 203 200 000 430	B00T36HC26 SHARPIE Fine Point Permanent I		\$19.59
			E 01	010 203 200 000 430	B00V86BJU0 BIC Brite Liner Highlighters, Chis		\$7.07
			E 01	010 203 200 000 430	B07PGX9BNR Traditional Manuscript Nameplat		\$11.99
			E 01	010 203 200 000 430	B08KSNW788 Amazon Basics Watercolor Pad,		\$13.14
			E 01	010 203 200 000 430	B0B6CMTX12 Kiggos 25 Transparent Colored C		\$39.99
			E 01	010 203 200 000 430	B0CBN8QZ82 Cra-Z-Art Pencils, Assorted Hapi		\$6.99
			E 01	010 203 200 000 430	B0CNPMJ29D SATINIOR 24 Pcs Privacy Folde		\$33.99
			E 01	010 203 200 000 430	B0CYLQSL37 AFMAT Electric Pencil Sharpene		\$32.00
			E 01	010 203 200 000 430	B0D44TSGHR JUNEBRUSHS 64pcs Happy Bi		\$9.89
			E 01	010 203 200 000 430	B0D4C37SZ4 Dry Erase Boards 32 Pack, Doub		\$34.99
			E 01	010 203 200 000 430	Amazon Shipping Charge		\$0.00
PO#: 6266	Voucher #:	45463	Invoice	Invoice No: 161W-HPYN-6XJV	4/11/2025	Paid Amt:	\$250.02
PCB	77997	4295		AMAZON CAPITAL SERVICES			
			E 01	020 301 000 628 433	B00DTSLWRA Fluke 117/323 Kit Multimeter an		\$384.93
			E 01	020 301 000 628 433	B01ANF1D7U FOXWELL BT705 Car Battery Te		\$116.99
			E 01	020 301 000 628 433	B0DCJHY3TH BELTTT 1000Watt Pure Sine W		\$89.99
						Paid Amt:	\$250.02
						Check Amount:	\$2,387.78

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
PCB	77997	4295		AMAZON CAPITAL SERVICES		Check	
		E 01 020 301 000 628 433		BODPJVBMYN 200 Watt Solar Starter Kit, 200W			\$483.99
		E 01 020 301 000 628 433		Amazon Shipping Charge			\$0.00
PO#: 6215	Voucher #:	45441	Invoice	Invoice No: 1M93-N7LL-93P1	4/11/2025	Paid Amt:	\$1,075.90
						Check Amount:	\$1,075.90
PCB	77998	5063		Amelia Brower		Check	
		E 01 020 298 069 000 305		Speech Judge Tech			\$110.00
PO#:	Voucher #:	45521	Invoice	Invoice No: 03.29.2025	4/11/2025	Paid Amt:	\$110.00
						Check Amount:	\$110.00
PCB	77999	4478		AMERICAN MAILING MACHINE, INC		Check	
		E 01 010 203 000 000 401		PIC PostBase Standard Inkjet Cartridge Set-up 1			\$141.00
		E 01 010 203 000 000 401		Shipping			\$17.09
PO#: 6267	Voucher #:	45513	Invoice	Invoice No: IN123969	4/11/2025	Paid Amt:	\$158.09
						Check Amount:	\$158.09
PCB	78000	4229		APEX CONTROLS 1, LLC		Check	
		E 01 005 810 000 000 350		HVAC parts			\$430.00
		E 01 005 810 000 000 350		Freight			\$19.98
PO#: 6256	Voucher #:	45444	Invoice	Invoice No: INV0157195	4/11/2025	Paid Amt:	\$449.98
						Check Amount:	\$449.98
PCB	78001	1042		BATTERIES PLUS		Check	
		E 01 005 810 000 000 401		Misc.			\$424.83
PO#: 6147	Voucher #:	45489	Invoice	Invoice No: P81593667	4/11/2025	Paid Amt:	\$424.83
		E 01 005 810 000 000 401		Lawn Mower Battery			\$109.99
PO#:	Voucher #:	45497	Invoice	Invoice No: P81593362	4/11/2025	Paid Amt:	\$109.99
						Check Amount:	\$534.82
PCB	78002	3344		GDW-GOVERNMENT		Check	
		E 01 005 690 690 000 455		78-81047 OtterBox iPhone 14 Defender Series >			\$10.88
PO#: 6219	Voucher #:	45480	Invoice	Invoice No: AD3875X	4/11/2025	Paid Amt:	\$10.88
		E 01 005 690 690 000 455		77-92970 OtterBox iPhone 15, iPhone 14 & iPhc			\$36.00
PO#: 6219	Voucher #:	45464	Invoice	Invoice No: AD3HP2A	4/11/2025	Paid Amt:	\$36.00
		E 01 005 690 690 000 455		PS5V2000US Yealink power adapter			\$29.50
PO#: 6219	Voucher #:	45465	Invoice	Invoice No: AD3PB4C	4/11/2025	Paid Amt:	\$29.50
		E 02 005 770 000 701 401		Z2600F#BGJ HP LaserJet Pro 4001dn Black &			\$235.00
PO#: 6226	Voucher #:	45466	Invoice	Invoice No: AD3VH4U	4/11/2025	Paid Amt:	\$235.00

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
PCB	78002	3344		CDW-GOVERNMENT		Check	
		E 02	005	770 000 701 401	W1480X HP Original High Yield Laser Toner Cat		\$220.00
PO#:	6226	Voucher #:	45467	Invoice	Invoice No: AD3VK2J	4/1/2025	\$220.00
							Check Amount: \$531.38
PCB	78003	1074		CENTRA SOTA COOPERATIVE		Check	
		E 01	005	760 000 720 442	Unleaded Gas		\$1,029.92
		E 01	005	760 000 720 442	Discount		(\$36.60)
PO#:		Voucher #:	45431	Invoice	Invoice No: 5450032	4/11/2025	\$993.32
		E 01	005	760 000 720 442	Unleaded Gas		\$847.01
		E 01	005	760 000 720 442	Discount		(\$30.10)
PO#:		Voucher #:	45430	Invoice	Invoice No: 5213220	4/11/2025	\$816.91
		E 01	005	760 000 720 442	Fieldmaster Diesel		\$3,149.67
		E 01	005	760 000 720 442	Discount		(\$100.50)
PO#:		Voucher #:	45432	Invoice	Invoice No: 5213219	4/11/2025	\$3,049.17
		E 01	005	760 000 720 442	Unleaded Gas		\$1,362.26
		E 01	005	760 000 720 442	Discount		\$0.00
PO#:		Voucher #:	45514	Invoice	Invoice No: 5422050	4/11/2025	\$1,362.26
		E 01	005	760 000 720 442	Fieldmaster Diesel		\$1,537.00
		E 01	005	760 000 720 442	Discount		(\$50.00)
PO#:		Voucher #:	45429	Invoice	Invoice No: 5450031	4/11/2025	\$1,487.00
							Check Amount: \$7,708.66
PCB	78004	1076		CENTRAL LAKES COLLEGE		Check	
		E 01	998	211 000 000 394	PSEO Spring Semester 2024-2025		\$95,265.00
PO#:		Voucher #:	45417	Invoice	Invoice No: 03.28.2025	4/11/2025	\$95,265.00
							Check Amount: \$95,265.00
PCB	78005	4396		CHRIS VOSEN AUTO REPAIR		Check	
		E 01	005	760 000 720 350	Van #29 Oil Change		\$94.13
PO#:		Voucher #:	45433	Invoice	Invoice No: 8067	4/11/2025	\$94.13
		E 01	005	760 000 720 350	Van #23 Oil Change		\$94.13
PO#:		Voucher #:	45434	Invoice	Invoice No: 8058	4/11/2025	\$94.13
							Check Amount: \$188.26
PCB	78006	1086		CITY OF ROYALTON		Check	
		E 01	005	810 000 000 332	Acct 01-00002863-00-6 Water/Sewer		\$855.52
PO#:		Voucher #:	45495	Invoice	Invoice No: 04.01.2025	4/11/2025	\$855.52

# Royalton Public Schools

## Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
PCB	78006	1086		CITY OF ROYALTON		Check	
			E 01	005 810 000 000 332	Acct 01-00003550-00-8 Water/Sewer		\$1,200.56
PO#:	Voucher #:	45496	Invoice	Invoice No: 04-01-2025	4/11/2025	Paid Amt:	\$1,200.56
						Check Amount:	\$2,056.08
PCB	78007	1863		DENNIS BOECKERS		Check	
			E 01	020 296 059 000 305	Softball Umpire Maple Lake		\$130.00
PO#:	Voucher #:	45473	Invoice	Invoice No: 04-08-2025	4/11/2025	Paid Amt:	\$130.00
						Check Amount:	\$130.00
PCB	78008	1132		ECKROTH MUSIC CO		Check	
			E 01	020 258 000 000 350	Repairs		\$160.00
PO#: 6020	Voucher #:	45396	Invoice	Invoice No: 5627514	4/11/2025	Paid Amt:	\$160.00
			E 01	020 258 091 000 430	Student Bass Low Clarinet PO 5767		\$2,954.79
PO#:	Voucher #:	45395	Invoice	Invoice No: 5612745	4/11/2025	Paid Amt:	\$2,954.79
						Check Amount:	\$3,114.79
PCB	78009	3898		EVERYTHING SIGNS, LLC		Check	
			E 01	020 292 080 000 401	Banners		\$2,285.00
PO#:	Voucher #:	45486	Invoice	Invoice No: 17306	4/11/2025	Paid Amt:	\$2,285.00
						Check Amount:	\$2,285.00
PCB	78010	2851		FARM-RITE EQUIPMENT INC.		Check	
			E 01	005 810 000 000 401	Plow Bolts & Nuts		\$23.04
PO#:	Voucher #:	45490	Invoice	Invoice No: P88046	4/11/2025	Paid Amt:	\$23.04
						Check Amount:	\$23.04
PCB	78011	1183		GOPHER SPORT		Check	
			E 01	010 240 000 000 430	Gopher Foam tennis balls GPS2-506		\$139.00
			E 01	010 240 000 000 430	Freight		\$19.46
PO#: 6268	Voucher #:	45512	Invoice	Invoice No: IN439287	4/11/2025	Paid Amt:	\$158.46
						Check Amount:	\$158.46
PCB	78012	5053		Gophermods, LLC		Check	
			E 01	005 690 690 000 315	MacBook Pro Repair		\$129.00
PO#:	Voucher #:	45478	Invoice	Invoice No: 6791	4/11/2025	Paid Amt:	\$129.00
						Check Amount:	\$129.00
PCB	78013	1206		HELENA AGRI-ENTERPRISES, LLC		Check	
			E 01	005 810 000 000 401	Green space fertilizer and weed control		\$3,162.88
PO#: 6227	Voucher #:	45414	Invoice	Invoice No: 381056516	4/11/2025	Paid Amt:	\$3,162.88
						Check Amount:	\$3,162.88

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
PCB	78014	1215		HILLYARD INC		Check	
		E 01 005 810 000 401		custodial supplies			\$906.98
PO#:	6251	Voucher #:	45393	Invoice	4/11/2025	Paid Amt:	\$906.98
				Invoice No: 605783471		Check Amount:	\$906.98
PCB	78015	1230		Huls Brokerage Inc		Check	
		E 01 020 292 080 000 401		Lime			\$2,262.72
PO#:		Voucher #:	45476	Invoice	4/11/2025	Paid Amt:	\$2,262.72
				Invoice No: 48163		Check Amount:	\$2,262.72
PCB	78016	4002		INSTRUMENTALIST AWARDS		Check	
		E 01 020 258 000 000 430		Sousa Combination			\$73.00
		E 01 020 258 000 000 430		Shipping			\$17.00
PO#:	6264	Voucher #:	45488	Invoice	4/11/2025	Paid Amt:	\$90.00
				Invoice No: 2501		Check Amount:	\$90.00
PCB	78017	1241		ISCORP		Check	
		E 01 005 110 000 000 305		Skyward hosting Student service for May, 2025			\$157.50
PO#:		Voucher #:	45471	Invoice	4/11/2025	Paid Amt:	\$157.50
				Invoice No: 0745767		Check Amount:	\$157.50
PCB	78018	1423		ISD #484		Check	
		E 01 020 292 057 000 369		Track and Field Entry Fee			\$150.00
PO#:		Voucher #:	45482	Invoice	4/11/2025	Paid Amt:	\$150.00
				Invoice No: 04.07.2025		Check Amount:	\$150.00
PCB	78019	1247		J W PEPPER & SON INC		Check	
		E 01 020 258 000 000 430		On Pinta Island arr. David Marlatt / Brass Choir \			\$35.00
		E 01 020 258 000 000 430		Primero by Gary Gazlav / Brass Choir w/ Percus			\$40.00
PO#:	6211	Voucher #:	45519	Invoice	4/11/2025	Paid Amt:	\$75.00
				Invoice No: 367428226		Check Amount:	\$75.00
PCB	78020	4439		JACKI BRICKMAN, INC.		Check	
		E 01 020 640 000 316 366		Implementation Support Day			\$1,500.00
PO#:		Voucher #:	45515	Invoice	4/11/2025	Paid Amt:	\$1,500.00
				Invoice No: INV-5039		Check Amount:	\$1,500.00
PCB	78021	1267		KEMPS, LLC		Check	
		E 02 005 770 000 701 495		MILK			\$284.00
PO#:		Voucher #:	45422	Invoice	4/11/2025	Paid Amt:	\$284.00
				Invoice No: 5688036			
		E 02 005 770 000 701 495		MILK			\$401.00
PO#:		Voucher #:	45451	Invoice	4/11/2025	Paid Amt:	\$401.00
				Invoice No: 5697482			

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
PCB	78021	1267		KEMPS, LLC		Check	
			E 02	005 770 000 701 495 MILK			\$484.25
PO#:	Voucher #:	45450	Invoice	No: 5694878	4/11/2025	Paid Amt:	\$484.25
PO#:	Voucher #:	45425	Invoice	No: 5682825	4/11/2025	Paid Amt:	\$467.50
PO#:	Voucher #:	45423	Invoice	No: 5690250	4/11/2025	Paid Amt:	\$200.00
PO#:	Voucher #:	45424	Invoice	No: 5682776	4/11/2025	Paid Amt:	\$500.75
						Paid Amt:	\$500.75
						Check Amount:	\$2,337.50
PCB	78022	1271		KIMBALL AREA SCHOOLS		Check	
			E 01	020 292 057 000 369 Track & Field Entry Fee			\$125.00
PO#:	Voucher #:	45483	Invoice	No: 04.07.2025	4/11/2025	Paid Amt:	\$125.00
						Check Amount:	\$125.00
PCB	78023	4914		Logan Legatt		Check	
			E 01	020 296 059 000 305 JV Softball Umpire Maple Lake			\$130.00
PO#:	Voucher #:	45475	Invoice	No: 04.08.2025	4/11/2025	Paid Amt:	\$130.00
						Check Amount:	\$130.00
PCB	78024	4540		MARCO		Check	
			E 01	005 110 690 000 580 Copiers			\$1,976.60
PO#:	Voucher #:	45469	Invoice	No: 38955421	4/11/2025	Paid Amt:	\$1,976.60
						Check Amount:	\$1,976.60
PCB	78025	1899		MARCO TECHNOLOGIES, LLC		Check	
			E 01	005 690 690 000 405 Digital Transformation M-Files			\$1,920.00
PO#:	Voucher #:	45481	Invoice	No: INV13662312	4/11/2025	Paid Amt:	\$1,920.00
						Check Amount:	\$1,920.00
PCB	78026	4152		MASMS		Check	
			E 01	005 810 000 000 820 Membership Tony Duevel			\$150.00
PO#:	Voucher #:	45397	Invoice	No: 04.01.2025	4/11/2025	Paid Amt:	\$150.00
						Check Amount:	\$150.00
PCB	78027	1326		MENARDS		Check	
			E 01	020 301 320 830 433 Shop Supplies			\$113.81
PO#:	Voucher #:	45438	Invoice	No: 6237	4/11/2025	Paid Amt:	\$113.81
						Check Amount:	\$113.81

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
PCB	78028	5059		Michael C Ellens		Check	
			E 01	020 296 059 000 305	Softball Umpire Maple Lake		\$130.00
PO#:	Voucher #:		45474	Invoice	Invoice No: 04.08.2025	Paid Amt:	\$130.00
					4/11/2025	Check Amount:	\$130.00
PCB	78029	2524		MIDCONTINENT COMMUNICATIONS		Check	
			E 01	005 810 000 000 320	PHONE SERVICE & Internet		\$1,486.58
PO#:	Voucher #:		45428	Invoice	Invoice No: 14529320114636	Paid Amt:	\$1,486.58
					4/11/2025	Check Amount:	\$1,486.58
PCB	78030	3662		MINNESOTA UI FUND		Check	
			E 01	005 110 000 000 281	1st Quarter 2025 Unemployment		\$78.90
PO#:	Voucher #:		45468	Invoice	Invoice No: 04.08.2025	Paid Amt:	\$78.90
					4/11/2025	Check Amount:	\$78.90
PCB	78031	3965		MRI SOFTWARE LLC		Check	
			E 01	005 110 000 000 305	Staff Screen		\$12.00
PO#:	Voucher #:		45472	Invoice	Invoice No: MRIUS2343089	Paid Amt:	\$12.00
					4/11/2025	Check Amount:	\$12.00
PCB	78032	1375		NAPA AUTO PARTS		Check	
			E 01	005 760 000 720 401	Shop Supplies		\$28.21
PO#:	Voucher #:		45436	Invoice	Invoice No: 636319	Paid Amt:	\$28.21
					4/11/2025	Check Amount:	\$28.21
PCB	78033	4608		NORTH CENTRAL INT'L, LLC		Check	
			E 01	005 760 000 720 350	Pad Set, Brake, W/Hardware KI		\$135.71
PO#:	Voucher #:		45435	Invoice	Invoice No: X220109017:01	Paid Amt:	\$135.71
					4/11/2025	Check Amount:	\$135.71
PCB	78034	4515		Northern Pines Mental Health Center		Check	
			E 01	005 730 000 373 378	Behavioral Interventionist		\$1,843.75
PO#:	Voucher #:		45470	Invoice	Invoice No: INV483	Paid Amt:	\$1,843.75
					4/11/2025	Check Amount:	\$1,843.75
PCB	78035	1406		PAN-O-GOLD BAKING CO		Check	
			E 02	005 770 000 701 490	BREAD		\$86.40
PO#:	Voucher #:		45398	Invoice	Invoice No: 10000125090005	Paid Amt:	\$86.40
			E 02	005 770 000 701 490	BREAD		\$59.40
PO#:	Voucher #:		45494	Invoice	Invoice No: 10000125097008	Paid Amt:	\$59.40
			E 02	005 770 000 701 490	BREAD		\$43.20
PO#:	Voucher #:		45491	Invoice	Invoice No: 10000125097007	Paid Amt:	\$43.20

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
PCB	78035	1406		PAN-O-GOLD BAKING CO		Check	
		E 02 005 770 000 701 490		BREAD			\$156.70
PO#:	Voucher #:	45412	Invoice	Invoice No: 10000125090004	4/11/2025	Paid Amt:	\$156.70
						Check Amount:	\$345.70
PCB	78036	4242		RADEMACHER COMPANIES, INC.		Check	
		E 01 005 760 000 720 401		Brake Fluid			\$7.99
PO#:	Voucher #:	45477	Invoice	Invoice No: 001-00173587	4/11/2025	Paid Amt:	\$7.99
		E 01 020 301 320 830 433		Going Green Lab Supplies			\$89.85
PO#:	Voucher #:	45437	Invoice	Invoice No: 002-00329625	4/11/2025	Paid Amt:	\$89.85
		E 01 005 810 000 000 401		Distilled Water			\$10.50
PO#:	Voucher #:	45426	Invoice	Invoice No: 002-00333438	4/11/2025	Paid Amt:	\$10.50
						Check Amount:	\$108.34
PCB	78037	1452		REGION 1		Check	
		E 01 005 110 000 000 305		Quarter 4 FY25 Accounting & Payroll Support			\$4,430.40
PO#:	Voucher #:	45413	Invoice	Invoice No: 15102	4/11/2025	Paid Amt:	\$4,430.40
						Check Amount:	\$4,430.40
PCB	78038	4658		REGION 5A		Check	
		E 01 020 298 069 000 369		Speech Entry Fee			\$50.00
PO#:	Voucher #:	45484	Invoice	Invoice No: 04.07.2025	4/11/2025	Paid Amt:	\$50.00
						Check Amount:	\$50.00
PCB	78039	4658		REGION 5A		Check	
		E 01 020 298 070 000 369		Solo/Ensemble			\$20.00
PO#:	Voucher #:	45485	Invoice	Invoice No: 04.03.2025	4/11/2025	Paid Amt:	\$20.00
						Check Amount:	\$20.00
PCB	78040	4658		REGION 5A		Check	
		E 01 020 298 065 000 369		Solo/Ensemble Contest Band			\$70.00
PO#:	Voucher #:	45399	Invoice	Invoice No: 04.01.2025	4/11/2025	Paid Amt:	\$70.00
						Check Amount:	\$70.00
PCB	78041	1477		ROYALTON LUMBER COMPANY		Check	
		E 01 005 810 000 000 401		Ice Melt and supplies			\$634.35
PO#:	Voucher #:	45492	Invoice	Invoice No: 878866	4/11/2025	Paid Amt:	\$634.35
						Check Amount:	\$634.35
PCB	78042	4408		School Management Services		Check	
		E 01 005 110 000 000 305		Millage			\$874.76
PO#:	Voucher #:	45493	Invoice	Invoice No: 102348	4/11/2025	Paid Amt:	\$874.76
						Check Amount:	\$874.76

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
PCB	78043	1382		SOURCEWELL		Check
		E 01	005	640 000 316 366	Educ Solutions Nov 1, 2024 to January 23, 202E	\$1,100.00
PO#:	Voucher #:	45518	Invoice	Invoice No: INV00004218	4/11/2025	Paid Amt: \$1,100.00
						Check Amount: \$1,100.00
PCB	78044	2464		SPEER CHIROPRACTIC, PA		Check
		E 01	005	760 000 720 305	DOT PHYSICAL J Wisner	\$100.00
PO#:	Voucher #:	45427	Invoice	Invoice No: 03.31.2025	4/11/2025	Paid Amt: \$100.00
						Check Amount: \$100.00
PCB	78045	4755		SQUIRES, WALDSPURGER & MACE		Check
		E 01	005	020 000 000 313	Legal	\$224.00
PO#:	Voucher #:	45487	Invoice	Invoice No: 23964	4/11/2025	Paid Amt: \$224.00
						Check Amount: \$224.00
PCB	78046	2363		ST CLOUD AREA SCHOOLS 742		Check
		E 01	020	298 069 000 369	Speech Entry Fee	\$28.00
PO#:	Voucher #:	45498	Invoice	Invoice No: 03.31.2025	4/11/2025	Paid Amt: \$28.00
						Check Amount: \$28.00
PCB	78047	2577		SYSCO WESTERN MN, INC.		Check
		E 02	005	770 000 701 491	Commodity	\$18.93
PO#:	Voucher #:	45405	Invoice	Invoice No: 253875808	4/11/2025	Paid Amt: \$18.93
		E 02	005	770 000 701 491	Commodity	\$43.81
PO#:	Voucher #:	45406	Invoice	Invoice No: 253875812	4/11/2025	Paid Amt: \$43.81
		E 02	005	770 000 701 401	Thermometer Infrared Gun	\$66.76
PO#:	Voucher #:	45418	Invoice	Invoice No: 153A0565Z	4/11/2025	Paid Amt: \$66.76
		E 02	005	770 000 701 490	LUNCH	\$1,761.93
		E 02	005	770 000 701 401	SUPPLIES	\$89.41
PO#:	Voucher #:	45457	Invoice	Invoice No: 253882829	4/11/2025	Paid Amt: \$1,851.34
		E 02	005	770 000 701 401	Digital Scale	\$52.91
PO#:	Voucher #:	45419	Invoice	Invoice No: 153A0588Z	4/11/2025	Paid Amt: \$52.91
		E 02	005	770 000 701 490	LUNCH	\$356.66
PO#:	Voucher #:	45455	Invoice	Invoice No: 253882833	4/11/2025	Paid Amt: \$356.66
		E 02	005	770 000 701 401	Vollrth Spoodle	\$35.76
PO#:	Voucher #:	45420	Invoice	Invoice No: 253875666	4/11/2025	Paid Amt: \$35.76
		E 02	005	770 000 701 490	LUNCH	\$3,407.71
		E 02	005	770 000 701 401	SUPPLIES	\$44.17
PO#:	Voucher #:	45408	Invoice	Invoice No: 253875807	4/11/2025	Paid Amt: \$3,451.88
		E 02	005	770 000 701 490	LUNCH	\$51.04
PO#:	Voucher #:	45421	Credit	Invoice No: 253878853	4/11/2025	Paid Amt: (\$51.04)

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Amount
PCB	78047	2577		SYSCO WESTERN MN, INC.		Check	
			E 02	005 770 000 701 491			\$31.99
PO#:	Voucher #:	45452	Invoice No:	253882828	4/11/2025	Paid Amt:	\$31.99
PO#:	Voucher #:	45453	Invoice No:	253882832	4/11/2025	Paid Amt:	\$51.02
		E 02	005 770 000 701 490	LUNCH			\$887.05
PO#:	Voucher #:	45409	Invoice No:	253875809	4/11/2025	Paid Amt:	\$73.50
		E 02	005 770 000 701 490	LUNCH			\$73.50
PO#:	Voucher #:	45407	Invoice No:	253875810	4/11/2025	Paid Amt:	\$73.50
		E 02	005 770 000 705 490	Breakfast			\$783.30
PO#:	Voucher #:	45454	Invoice No:	253882830	4/11/2025	Paid Amt:	\$783.30
		E 02	005 770 000 701 490	LUNCH			\$3,364.48
PO#:	Voucher #:	45456	Invoice No:	253882831	4/11/2025	Paid Amt:	\$115.81
		E 02	005 770 000 701 401	SUPPLIES			\$39.98
PO#:	Voucher #:	45411	Invoice No:	253875813	4/11/2025	Paid Amt:	\$39.98
		E 02	005 770 000 701 490	LUNCH			\$3,003.95
PO#:	Voucher #:	45410	Invoice No:	253875811	4/11/2025	Paid Amt:	\$709.20
		E 02	005 770 000 701 401	SUPPLIES			\$3,480.29
PCB	78048	3604		T & M SHOOTING SPORTS INC.		Check	
		E 01	020 292 087 000 401	Trap Equipment			\$8,500.00
PO#:	Voucher #:	45400	Invoice No:	93501	4/11/2025	Paid Amt:	\$8,500.00
PCB	78049	1559		TECH CHECK, LLC		Check	
		E 01	005 690 690 000 455	PSI5-2200BATAKIT Vertiv Liebert Battery Kit for F			\$257.95
PO#:	Voucher #:	45479	Invoice No:	7853C	4/11/2025	Paid Amt:	\$15.58
		E 01	005 690 690 000 455	Shipping			\$273.53
PCB	78050	2710		TIMOTHY LARSON		Check	
		E 01	020 298 069 000 305	Tech Speech Judge			\$110.00
PO#:	Voucher #:	45517	Invoice No:	03.29.2025	4/11/2025	Paid Amt:	\$110.00
		E 01	020 298 069 000 305	Tech Speech Judge			\$110.00
						Check Amount:	\$14,887.29
						Check Amount:	\$8,500.00
						Check Amount:	\$273.53
						Check Amount:	\$110.00

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
PCB	78051	4206		T-MOBILE		Check
		E 01 005 810 000 320		Mobile Internet Acct 971799683	4/11/2025	\$40.00
PO#:	Voucher #:	45415	Invoice	Invoice No: 03.21.2025		Paid Amt: \$40.00
						Check Amount: \$40.00
						Report Total: \$166,875.75

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
PCB	4614			WEX		Wire	
		B 01	215 082	Flex			\$27.49
PO#:	Voucher #:	45416	Invoice	Invoice No: 04.03.2025	4/4/2025	Paid Amt:	\$27.49
						Check Amount:	\$27.49
PCB	1096			COMMISSIONER OF REVENUE		Wire	
		B 01	215 013	State Tax			\$9,400.03
		B 02	215 013	State Tax			\$384.76
		B 04	215 013	State Tax			\$384.25
PO#:	Voucher #:	45528	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$10,169.04
						Check Amount:	\$10,169.04
PCB	1137			EDUCATORS BENEFIT CONS, LLC		Wire	
		B 01	215 005	Tax Ann			\$1,312.82
PO#:	Voucher #:	45533	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$1,312.82
		B 01	215 005	Tax Ann			\$9,771.13
		B 04	215 005	Payroll Deductions			\$253.93
PO#:	Voucher #:	45534	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$10,025.06
		B 01	215 005	Tax Ann			\$145.84
PO#:	Voucher #:	45535	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$145.84
		B 01	215 005	Tax Ann			\$237.50
PO#:	Voucher #:	45536	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$237.50
		B 01	215 005	Tax Ann			\$653.22
PO#:	Voucher #:	45531	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$653.22
		B 01	215 005	Tax Ann			\$150.00
PO#:	Voucher #:	45532	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$150.00
						Check Amount:	\$12,524.44
PCB	4400			FEDERAL TAX PAYMENT		Wire	
		B 01	215 010	FICA			\$41,503.30
		B 02	215 010	FICA			\$2,131.14
		B 04	215 010	FICA			\$2,074.88
		B 01	215 011	Federal Tax			\$16,081.23
		B 02	215 011	Federal Tax			\$537.51
		B 04	215 011	Federal Tax			\$357.43
PO#:	Voucher #:	45537	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt:	\$62,685.49
						Check Amount:	\$62,685.49
PCB	1415			PERA		Wire	
		B 01	215 017	PERA			\$13,941.72
		B 01	215 017	Credit Dubbin			(\$8.95)

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
PCB	1415			PERA		Wire
		B 01	215	017		(\$170.24)
		B 02	215	017		\$2,024.95
		B 04	215	017		\$884.34
PO#:	Voucher #:	45527	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt: \$16,671.82
						Check Amount: \$16,671.82
PCB	1558			TEACHERS RETIREMENT ASSN		Wire
		B 01	215	018	TRA	\$31,540.60
		B 01	215	018	Credit Prom	(\$402.37)
		B 04	215	018	TRA	\$1,245.97
PO#:	Voucher #:	45530	Invoice	Invoice No: S2025190	4/15/2025	Paid Amt: \$32,384.20
						Check Amount: \$32,384.20
PCB	4614			WEX		Wire
		B 01	215	082	Daycare	\$208.33
PO#:	Voucher #:	45539	Invoice	Invoice No: 04.07.2025	4/15/2025	Paid Amt: \$208.33
						Check Amount: \$208.33
PCB	4614			WEX		Wire
		B 01	215	082	Flex	\$347.00
PO#:	Voucher #:	45540	Invoice	Invoice No: 04.11.2025	4/15/2025	Paid Amt: \$347.00
						Check Amount: \$347.00
PCB	4614			WEX		Wire
		B 01	215	082	Flex	\$440.00
PO#:	Voucher #:	45579	Invoice	Invoice No: 04.16.2025	4/23/2025	Paid Amt: \$440.00
						Check Amount: \$440.00
PCB	4614			WEX		Wire
		B 01	215	082	Flex	\$30.00
PO#:	Voucher #:	45580	Invoice	Invoice No: 04.17.2025	4/23/2025	Paid Amt: \$30.00
						Check Amount: \$30.00
PCB	4614			WEX		Wire
		B 01	215	082	Daycare	\$208.33
PO#:	Voucher #:	45581	Invoice	Invoice No: 04.21.2025	4/23/2025	Paid Amt: \$208.33
						Check Amount: \$208.33
PCB	4614			WEX		Wire
		B 01	215	082	Flex	\$19.86
PO#:	Voucher #:	45649	Invoice	Invoice No: 04.24.2025	4/29/2025	Paid Amt: \$19.86
						Check Amount: \$19.86

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type			
PCB	4614			WEX		Wire			
		B 01	215	082			\$15.12		
PO#:	Voucher #:	45650	Invoice	Invoice No: 04:25:2025	4/29/2025	Paid Amt:	\$15.12	Check Amount:	\$15.12
PCB	4614			WEX		Wire			
		B 01	215	082			\$4.76		
PO#:	Voucher #:	45651	Invoice	Invoice No: 04:27:2025	4/29/2025	Paid Amt:	\$4.76	Check Amount:	\$4.76
PCB	4614			WEX		Wire			
		B 01	215	084			\$7,516.50		
		B 02	215	084			\$45.00		
		B 04	215	084			\$177.07		
PO#:	Voucher #:	45524	Invoice	Invoice No: S2025190	4/29/2025	Paid Amt:	\$7,738.57	Check Amount:	\$7,738.57
PCB	4400			FEDERAL TAX PAYMENT		Wire			
		B 01	215	010			\$41,104.09		
		B 02	215	010			\$2,113.26		
		B 04	215	010			\$2,025.37		
		B 01	215	011			\$16,133.39		
		B 02	215	011			\$535.69		
		B 04	215	011			\$366.32		
PO#:	Voucher #:	45672	Invoice	Invoice No: S2025200	4/30/2025	Paid Amt:	\$62,278.12	Check Amount:	\$62,278.12
							Report Total:	\$205,752.57	

**Royalton Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
01 General	\$148,578.89
02 Food Service	\$18,025.49
04 Community Service	\$271.37
<b>Report Total</b>	<b>\$166,875.75</b>

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
ACT	19828	4295		AMAZON CAPITAL SERVICES		Check
		E 12 020 298 035 301 401		BODPJVBMYN 200 Watt Solar Starter Kit, 200W		\$483.99
		E 12 020 298 035 301 401		Amazon Shipping Charge		\$0.00
PO#: 6221	Voucher #:	45401	Invoice	Invoice No: 16KV-LTRT-FQCW	4/11/2025	Paid Amt: \$483.99
		E 12 020 298 023 301 401		B08CD9MKLZ phopollo 65.6FT Led Lights for B		\$19.98
		E 12 020 298 023 301 401		Amazon Shipping Charge		\$0.00
PO#: 6254	Voucher #:	45503	Invoice	Invoice No: 1FJJ-K1T1-7NGX	4/11/2025	Paid Amt: \$19.98
		E 12 020 298 023 301 401		B0B6PMTF29 HOPELF 25PCS Bamboo Dowel		\$32.88
		E 12 020 298 023 301 401		B0D418R8YF KUKLIPJM 6 Pcs 12 Inch Natur		\$27.51
		E 12 020 298 023 301 401		Amazon Shipping Charge		\$0.00
PO#: 6231	Voucher #:	45402	Invoice	Invoice No: 17KD-NLD4-7VJX	4/11/2025	Paid Amt: \$60.39
						Check Amount: \$564.36
ACT	19829	5060		Amber Yourczek		Check
		R 12 020 298 048 301 060		Reimbursement for overpayment of Spain Trip		\$174.26
PO#:	Voucher #:	45508	Invoice	Invoice No: 04.03.2025	4/11/2025	Paid Amt: \$174.26
						Check Amount: \$174.26
ACT	19830	1903		BECKER SCREENPRINTING		Check
		E 12 020 292 050 301 401		Shirts		\$1,250.00
PO#:	Voucher #:	45502	Invoice	Invoice No: 6595	4/11/2025	Paid Amt: \$1,250.00
						Check Amount: \$1,250.00
ACT	19831	4562		Carla Bieniek		Check
		R 12 020 298 048 301 060		Reimbursement for overpayment of Spain Trip		\$214.80
PO#:	Voucher #:	45509	Invoice	Invoice No: 04.03.2025	4/11/2025	Paid Amt: \$214.80
						Check Amount: \$214.80
ACT	19832	2576		DOUG LUEPKE TROPHIES		Check
		E 12 020 294 079 301 401		BBB Trophies		\$137.70
PO#:	Voucher #:	45501	Invoice	Invoice No: 335105	4/11/2025	Paid Amt: \$137.70
						Check Amount: \$137.70
ACT	19833	3898		EVERYTHING SIGNS, LLC		Check
		E 12 020 298 035 301 401		Yes Club Banners		\$87.00
PO#:	Voucher #:	45516	Invoice	Invoice No: 17318	4/11/2025	Paid Amt: \$87.00
		E 12 020 296 034 301 401		GBB Banners		\$116.00
PO#:	Voucher #:	45520	Invoice	Invoice No: 17291	4/11/2025	Paid Amt: \$116.00
						Check Amount: \$203.00

Royalton Public Schools

Detail Payment Register By Check

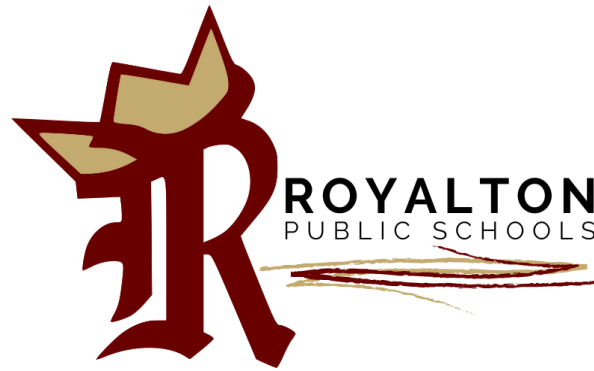
Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
ACT	19834	5061		Gretchen Wolbeck		Check	
			R 12 020 298 048 301 060	Reimbursement for overpayment of Spain Trip	4/11/2025		\$519.05
PO#:	Voucher #:		45507	Invoice	Invoice No: 04.03.2025	Paid Amt:	\$519.05
						Check Amount:	\$519.05
ACT	19835	5062		Lane Olson		Check	
			R 12 020 298 048 301 060	Reimbursement for overpayment of Spain Trip	4/11/2025		\$159.80
PO#:	Voucher #:		45506	Invoice	Invoice No: 04.03.2025	Paid Amt:	\$159.80
						Check Amount:	\$159.80
ACT	19836	4611		MINNESOTA FFA ASSOCIATION		Check	
			E 12 020 298 030 301 820	State Dues	4/11/2025		\$130.00
PO#:	Voucher #:		45505	Invoice	Invoice No: 7226	Paid Amt:	\$130.00
						Check Amount:	\$130.00
ACT	19837	4910		Mora Schools		Check	
			E 12 020 298 048 301 369	Final Trip Payment to Spain	4/11/2025		\$13,200.00
PO#:	Voucher #:		45504	Invoice	Invoice No: 04.04.2025	Paid Amt:	\$13,200.00
						Check Amount:	\$13,200.00
ACT	19838	4463		Morning Sky Greenery		Check	
			E 12 020 298 035 301 401	YES/Club Prairie Seeds	4/11/2025		\$439.00
PO#:	Voucher #:		45207	Invoice	Invoice No: 46215	Paid Amt:	\$439.00
						Check Amount:	\$439.00
ACT	19839	1477		ROYALTON LUMBER COMPANY		Check	
			E 12 020 298 023 301 401	Musical Supplies	4/11/2025		\$406.60
PO#:	Voucher #:		45499	Invoice	Invoice No: 878430	Paid Amt:	\$406.60
			E 12 020 298 023 301 401	Musical Supplies	4/11/2025		\$357.02
PO#:	Voucher #:		45500	Invoice	Invoice No: 878364	Paid Amt:	\$357.02
						Check Amount:	\$763.62
ACT	19840	3164		SAMIJO WOLTMAN		Check	
			R 12 020 298 048 301 060	Reimbursement for overpayment of Spain Trip	4/11/2025		\$286.94
PO#:	Voucher #:		45511	Invoice	Invoice No: 04.03.2025	Paid Amt:	\$286.94
						Check Amount:	\$286.94
ACT	19841	4693		SUSAN BLOCK		Check	
			R 12 020 298 048 301 060	Reimbursement for overpayment of Spain Trip	4/11/2025		\$1,073.18
PO#:	Voucher #:		45510	Invoice	Invoice No: 04.03.2025	Paid Amt:	\$1,073.18
						Check Amount:	\$1,073.18

Detail Payment Register By Check

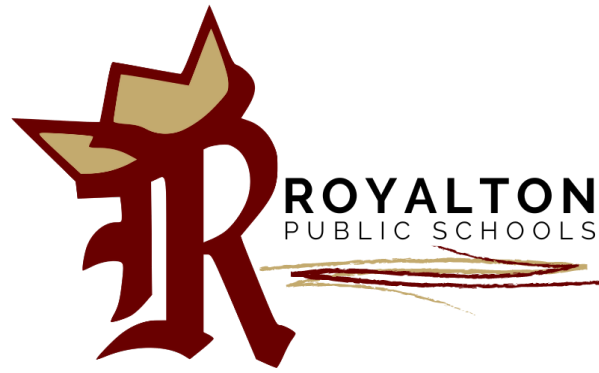
Check Number: 0-2147483647 Payment Date: 4/1/25-4/30/25 Period: 202510-202510 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
ACT	19842	3604		T & M SHOOTING SPORTS INC.		Check
			E 12 020 292 050 301 401	Trap Equipment		\$1,420.50
PO#:	Voucher #:		45404	Invoice	4/11/2025	Paid Amt: \$1,420.50
				Invoice No: 93501B		Check Amount: \$1,420.50
ACT	19843	3486		UNIVERSAL ATHLETIC		Check
			E 12 020 294 079 301 401	DC3259- Nike Jersey Tops		\$1,050.00
			E 12 020 294 079 301 401	DC3262- Nike Shorts		\$1,080.00
			E 12 020 294 079 301 401	Freight		\$87.63
PO#: 6080	Voucher #:		45403	Invoice	4/11/2025	Paid Amt: \$2,217.63
				Invoice No: 10404816		Check Amount: \$2,217.63
						Report Total: \$22,753.84



## Resignations: May 12, 2025

<b>Name</b>	<b>Position</b>	<b>Building</b>	<b>Effective Date</b>
<b>Shari Bishop</b>	<b>Youth Sports Programmer-Com Ed</b>	<b>District</b>	<b>05.30.2025</b>
<b>Kaci Benner</b>	<b>District Office Secretary</b>	<b>District</b>	<b>04.14.2025</b>
<b>Amy Krueger</b>	<b>HR/CommEd/E CC</b>	<b>District</b>	<b>05.15.2025</b>
<b>Andrea Mathison-Valley</b>	<b>Special Education</b>	<b>MS/HS</b>	<b>08.31.2025</b>



## New Hires

<b>Name</b>	<b>Position</b>	<b>Building</b>	<b>Effective Date</b>
Barb Gangl	Kitchen Helper	Elementary	05.05.2025

**RESOLUTION FOR ELECTION OF SCHOOL BOARD CO-CHAIRS**

Pursuant to due call and notice, a meeting of the School Board of Independent School District No. 485, Royalton (“School Board”) was held on the 12th day of May, 2025, at \_\_\_\_ p.m.

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

WHEREAS, on January 13, 2025, the School Board convened a meeting and attempted to select Board officers as required by Minnesota Statutes section 123B.14, subdivision 1;

WHEREAS, the School Board attempted two separate votes for the position of chair with all efforts resulting in a 3-3 deadlock;

WHEREAS, at subsequent School Board meetings, several members of the School Board recognized the likelihood of a 3 to 3 deadlock on the selection of a chair and expressed an interest in having two members share the position as co-chairs;

WHEREAS, Minnesota Statute neither expressly allows nor prohibits the selection of co-chairs to serve as officers on a school board;

WHEREAS, Minnesota statutes on statutory construction specifically provide that in construing State statutes, “the singular includes the plural; and the plural, the singular, ” Minn. Stat. § 645.08(2); and

WHEREAS, despite an impasse on the selection of a chair, the School Board has expressed a commitment to working in a collaborative manner where the will of the majority on matters before it are acted upon and the voices of the minority are heard.

NOW, THEREFORE, BE IT RESOLVED, that the School Board of Independent School District No. 485, Royalton, State of Minnesota hereby agrees and states as follows:

1. The Board selects Directors \_\_\_\_\_ and \_\_\_\_\_ to serve as co-chairs until January 5, 2026 or until the Board has an intervening election for the offices of chair and vice chair of the Board.
2. The office of vice chair will remain vacant while the office of chair is held by co-chairs.
3. Directors \_\_\_\_\_ and \_\_\_\_\_ will fulfill the statutory and policy related duties of the chair jointly and severally with either director being authorized to act in the capacity of the chair subject to the majority of the School Board. Upon approval of an agreement, contract, or other document by a majority of the School Board at duly called meeting, either Director \_\_\_\_\_ or \_\_\_\_\_ may execute said agreement, contract, or other document on behalf of the District.

4. Directors \_\_\_\_\_ and \_\_\_\_\_ will exercise best efforts to coordinate, communicate and act as a unified chair on all matters of business concerning the School Board, this includes agreeing upon a schedule identifying which co-chair will lead each regular business meeting, special meeting, and work session of the School Board.
  
5. To the extent that a District policy or custom anticipates or requires the election of one chair and one vice chair, such policy will be suspended until January 5, 2026 or until the School Board has an intervening election for the offices of chair and vice chair of the School Board.

That the motion for the adoption of the foregoing resolution was duly seconded by Board Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

and the following voted against:

Whereupon said resolution was declared duly passed and adopted.

\_\_\_\_\_  
Clerk of the Board



# ROYALTON PUBLIC SCHOOLS

*Home of the Royals*

120 Hawthorn Street, Royalton, MN 56373  
Phone (320) 584-4000  
royaltonpublicschools.org

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## Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

**It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).**

**Designation of the Identified Official with Authority for Education Identity and Access Management**

Organization Name: ROYALTON PUBLIC SCHOOLS

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000):

0485-01

Superintendent or Exec. Director Name:

DR. KRISTINE WEHRKAMP HERMAN

Will act as the IOwA?  Yes  No

If no, identify below the individual who will act as the IOwA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: N/A

Title:

N/A

Board Member Signature:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Once the EDIAM Board Resolution is completed, scan and email it to:

[useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us)



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FISCAL YEAR 2026  
PRELIMINARY BUDGET UPDATE  
SCHOOL BOARD MEETING

# ENROLLMENT PROJECTION

- 25-26 Enrollment Projection Pre-K ECSE - 12th Grade = 916
  - Kindergarten enrollment 65 students
  - All other grades roll forward
- April 2025 enrollment K-12 = 925
- 10 year average enrollment = 923 K-12
- 24-25 Adopted Budget: 910 ADM / Revised Budget: 918 ADM
- 23-24 School ADM Served Report: 907 ADM / 991 APU

# HISTORICAL ENROLLMENT

## Royalton School District

### Historical Adjusted Average Daily Membership (ADM)

	EC	HK	KGF	1	2	3	4	5	6	7	8	9	10	11	12	Total K-12	% Change
24-25	13.00	0.00	76.00	66.00	68.00	69.00	70.00	72.00	62.00	69.00	72.00	82.00	74.00	60.00	78.00	<b>918.00</b>	1.21%
23-24	12.68	10.00	58.00	67.00	68.00	74.00	68.00	57.00	70.00	70.00	79.00	73.00	65.00	77.00	71.00	<b>907.00</b>	-2.96%
22-23	8.92	8.96	55.82	68.00	72.35	68.30	59.43	71.00	72.11	88.26	77.87	69.48	87.00	74.22	61.85	<b>934.65</b>	2.85%
21-22	3.18	6.84	58.70	70.50	67.00	57.15	66.93	63.08	86.94	72.96	69.96	84.48	78.06	68.72	57.43	<b>908.75</b>	-0.87%
20-21	4.15	5.66	61.01	67.58	53.88	62.86	61.21	84.16	74.07	67.20	89.16	83.73	72.53	66.81	66.82	<b>916.68</b>	-2.89%
19-20	5.77	8.19	59.94	60.12	63.03	61.02	84.45	67.73	73.52	90.87	86.52	76.63	74.75	77.26	59.93	<b>943.96</b>	-0.02%
18-19	3.98	6.66	54.13	64.12	57.29	81.43	64.99	70.26	94.37	85.31	78.93	73.62	87.06	65.19	60.77	<b>944.13</b>	1.25%
17-18	4.38	7.74	56.22	54.94	82.69	65.49	70.34	92.41	80.47	79.80	72.39	88.91	71.04	67.01	43.05	<b>932.50</b>	1.63%
16-17	5.00	12.78	44.31	79.43	63.36	69.41	88.72	68.95	74.01	67.75	85.90	72.55	75.69	56.85	57.85	<b>917.56</b>	-2.87%
15-16	7.39	19.77	60.34	64.18	70.13	90.00	70.51	75.05	67.37	88.03	71.31	75.95	64.97	65.56	61.46	<b>944.63</b>	2.62%
14-15	10.51	12.96	48.19	70.25	93.64	69.65	74.30	71.52	87.16	73.67	72.31	64.56	64.56	64.75	53.01	<b>920.53</b>	3.21%
13-14	8.55	13.76	59.52	91.62	71.97	75.60	69.92	80.43	74.21	69.13	62.53	64.53	68.88	49.49	40.35	<b>891.94</b>	

EC	Adjusted ADM for early childhood special education students
HK	Adjusted ADM for kindergarten special education students / no longer used starting in FY25
KGF	Adjusted ADM for non-special education kindergarten students in full-time programs

# GENERAL FUND FY26 ASSUMPTIONS

## REVENUE:

- 2.74% INCREASE TO THE FORMULA (112,800)
- COMPENSATORY HOLD HARMLESS (362,000)
- UNEMPLOYMENT INSURANCE COVERAGE (141,500)
- OTHER CATEGORIES FLAT

## EXPENSE:

- 3.00% INCREASE IN ALL CATEGORIES
- CURRICULUM GAP YEAR
- MINIMAL CAPITAL & LTFM PROJECTS
- UPDATED STAFFING

**REVENUE EXCEEDS EXPENSE - \$100,000**

## UNASSIGNED FUND BALANCE PROJECTION

- 16.5% - \$2,023,000 (INCREASE FROM FY25 REVISED BUDGET OF 15.8% - \$1,928,000)
- BOARD POLICY 14-20%

## GENERAL FUND FY26 REVENUE

<b>REVENUE</b>					
<b>REVENUE CATEGORIES</b>	<b>June 30, 2023</b>	<b>June 30, 2024</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Next Year Budget</b>
STATE	9,225,545	9,727,486	9,993,360	10,732,541	10,906,784
FEDERAL	820,435	377,765	120,000	164,000	164,000
PROPERTY TAXES	663,787	788,165	838,060	847,745	849,335
LOCAL (FEES, INTEREST, ETC.)	819,937	784,723	515,475	524,822	429,252
<b>TOTALS</b>	<b>11,529,704</b>	<b>11,678,138</b>	<b>11,466,895</b>	<b>12,269,108</b>	<b>12,349,371</b>

## GENERAL FUND FY26 EXPENSE

<b>EXPENDITURES</b>					
<b>OBJECT SERIES</b>	<b>June 30, 2023</b>	<b>June 30, 2024</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Next Year Budget</b>
SALARIES & WAGES	6,412,479	6,871,879	7,063,649	7,030,106	7,168,018
EMPLOYEE BENEFITS	1,756,061	1,910,867	1,964,817	2,161,451	2,221,371
PURCHASED SERVICES	1,776,111	2,065,094	1,443,836	1,879,742	1,799,589
SUPPLIES	994,099	1,050,348	830,923	813,216	785,752
EQUIPMENT	1,014,689	264,033	265,000	316,381	271,931
OTHER EXPENDITURES	28,070	2,412	32,150	1,208	2,453
<b>TOTALS</b>	<b>11,981,509</b>	<b>12,164,634</b>	<b>11,600,375</b>	<b>12,202,105</b>	<b>12,249,114</b>

# OTHER FUNDS FY26 REVENUE

## ACTIVITY - OTHER FUNDS

			Adopted Budget	Revised Budget	Next Year Budget
REVENUE	June 30, 2023	June 30, 2024			
FOOD SERVICE	684,998	786,620	757,330	858,230	815,700
COMMUNITY EDUCATION	469,765	575,610	507,413	544,104	516,030
DEBT SERVICE	2,032,740	2,019,203	2,078,334	2,126,689	2,156,280

### REVENUE ASSUMPTIONS:

- CONSERVATIVE ALL FUNDS
- LESS PATHWAY I FUNDING - COMMUNITY EDUCATION (\$30,000)
- DECREASE IN PAID PRESCHOOL TUITION (\$30,000)
- DEBT SERVICE BASED ON LEVY / AID STATUTES

## OTHER FUNDS FY26 EXPENSE

EXPENDITURES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget
FOOD SERVICE	721,057	756,066	722,753	787,592	802,544
COMMUNITY EDUCATION	436,612	563,212	581,470	554,009	493,007
DEBT SERVICE	2,020,583	2,022,333	2,021,183	2,082,972	1,964,281

### EXPENSE:

- ALL FUNDS BASED ON YTD TRENDS & UPDATES
- DEBT SERVICE BASED ON BONDED DEBT PAYMENT SCHEDULE

# **FUND BALANCE FY26 PROJECTION - ALL OTHER FUNDS**

**FOOD SERVICE - 31% / \$253,000 (FY25 - 30% / 239,000)**

**COMMUNITY EDUCATION - 83% / \$409,500 (FY25 - 68% / \$387,000)**

**DEBT SERVICE - 32% / 638,000 (FY25 - 24% / \$493,000)**



**Thank you!**



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# Summer School Presentation

March 27, 2025

May 12, 2025

# Attendance Data

Elementary average attendance the last four years:

2021: 53

2022: 55

2023: 38

2024: 27

Summer 2024: 72 invited, 33 registered, 1 dropped, average attendance 26.9

# Attendance Data Cont...

Middle School average attendance last four years:

2022: 26

2023: 26

2024: 26

High School average attendance last four years:

2022: 20

2023: 16

2024: 20

# Summer School Costs

Total cost of Summer school \$27,360

- \$22,000 Targeted Services Revenue Available
- \$5,360 General Fund Expense
- Summer School Costs include:
  - teachers, high school coordination time, food service staff, breakfast and lunch supervision, transportation

# Summer School Update (May 12, 2025)

- 20 students are enrolled at the elementary school  
(invited 55)
- 45-50 students have been invited at the middle school  
(hope 35 students attend)
- Planning on 35 students at the high school



**Thank you!**

**ROYALTON SCHOOL DISTRICT #485 EMPLOYMENT AGREEMENT  
EARLY CHILDHOOD FAMILY EDUCATION ADDENDUM**

**Section 1. Statutory Consideration.**

Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood family education program which is offered through a community education program that qualifies for ECFE aid must meet licensure requirements as a teacher.

**Subd. 1. Licensure.** Teachers in the ECFE programs must have specific licensure in Early Childhood Education, Parent Education or Pre-Kindergarten. Unlicensed teachers will be required to submit the Special Permissions Application for temporary certification.

**Section 2. Compensation.**

Early Childhood Family Education teachers will be paid at an hourly rate commensurate with their placement on the Royalton School District Teacher Master Agreement. ECFE Teachers who are not currently already employed by the Royalton School District as a teacher will be placed on a Step and Lane, upon hire, that is commensurate with the Royalton Teacher Master Agreement. A successful year of teaching will result in the awarding of one (1) Step on the salary schedule. Licensed PreK-Grade 12 Teachers with a provisional license for ECFE will be placed on the salary schedule in the same manner, commensurate with the Royalton Teacher Master Agreement. Provisionally licensed teachers will be allowed Step increases for years of service relative to the Salary Schedule placement, but will not be advanced on the Seniority list.

**Section 3. Prep Time.** ECFE teachers will receive weekly preparation time at a rate of 15 minutes of prep time for each contact hour of teaching. Contact hours shall be those hours that ECFE classes have parents and/or children in attendance. Non-teaching assignments; (like set up, clean up, preschool screening or other events that are part of a teacher's contracted hours will not be included in the calculation of prep time. There will be a minimum of one hour prep for each week the program is in session for each ECFE teacher with a teaching assignment.

**Section 4. Set up and Clean up Time.** The ECFE Teacher will be allocated 45 minutes of paid time for set up and cleanup for each class per week that they host. There will be a minimum of 60 minutes of paid time for set and cleanup in the event the teacher only has one class per week.

**Section 5. Mileage Reimbursement.** When an ECFE teacher is approved by their Supervisor to provide Home Visits or Professional Development, or Community Events outside of the school as part of their assignment, that teacher would be eligible for mileage reimbursement. Staff are encouraged to use school vehicles when possible.

**Section 6. Sick Leave.** ECFE Teachers will be allowed paid Sick Leave earned at a rate of one hour for every 15 hours worked. Unused Sick Leave can be banked and carried into the next school year.

**Section 7. Lay off and Recall.** ECFE Teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the Royalton District. Seniority is based upon years of service to the District. The ECFE Teacher will be allocated a year of service each school year they teach ECFE courses for the Royalton District. The number of hours taught in any given year is not considered relative to Seniority. ECFE teachers who have prior teaching experience with the Royalton District as an ECFE teacher, and then have a break in service as an ECFE teacher will retain those prior years relative to seniority in ECFE. An Unlicensed ECFE teacher will not retain Seniority Rights. Given the fact that there is a separate License for Parent Educator and Child Educator, years of seniority are only applicable to the specific license area you are approved to teach.

**Section 8: Collective Bargaining Agreement Coverage.** None of the other provisions of the Collective Bargaining Agreement (CBA) / “Master Agreement”, will be applicable to ECFE teachers employed by the District, other than as outlined in this agreement.

**- MEMORANDUM OF UNDERSTANDING -**

**Early Childhood Family Education Compensation**

**Whereas**, Education Minnesota Royalton (the Union) and Independent School District Number 485, Royalton (District), are parties to a collective bargaining agreement for the period of July 1, 2025 through June 30, 2026 (“Master Agreement”) and Education Minnesota Royalton (the Union) is the exclusive representative for the teachers employed by Independent School District number 485, Royalton (District), and

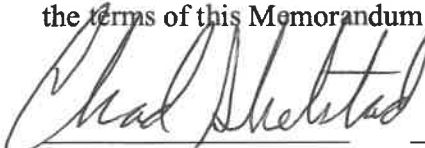
**Whereas**, Independent School District Number 485, Royalton (District), is assuming the responsibility for Employment and Compensation for Early Childhood Family Education Teachers beginning July 1, 2025, and

**Whereas**, Education Minnesota Royalton, will represent Early Childhood Family Education Teachers who are employed through the Royalton School District,

**Now, therefore**, be it agreed that;

1. The attached document to this MOU, which is titled, “Royalton School District Employment Agreement, Early Childhood Family Education”, will serve as the Employment Contract for all Teachers who are employed to provide Early Childhood Family Education Courses for Royalton School District.
2. This Employment Agreement will be implemented starting July 1, 2025.
3. The Employment Agreement will be inserted into the July 1, 2025 through June 30, 2027 “Master Agreement” after final negotiations for that agreement have been completed.
4. Until the final Master Agreement has been approved by Education Minnesota Royalton (the Union) and School District number 485, Royalton (the District), this MOU and its attachments will serve as the employment agreement for teachers providing instruction specifically in Early Childhood Family Education and only for the hours they are working in that program.
5. Nothing in this agreement changes the existing Master Agreement obligations for any teacher who is also working for the District under the provisions of the Master Agreement.

By signing below, each party represents and acknowledges reading, understanding, and agreeing to be bound by the terms of this Memorandum of Understanding.

 5-2-25  
\_\_\_\_\_  
Union President                      Date

\_\_\_\_\_  
Board Chairperson                      Date

\_\_\_\_\_  
Board Clerk                      Date

# Resolution for Acceptance of Gifts to the Royalton School District

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

WHEREAS all information is included in your packet;

- Cybergrants on behalf of the Charities Aid Foundation of America has generously donated \$100.00 to the Royalton School District to be used toward unspecified District needs.
- Pine Country Bank has generously donated \$250.00 to be use toward the Robotics team
- Royalton Lions Club has generously donated \$1000.00 to be used toward the Robotics team

WHEREAS the conditions on this gift(s) are included in the packet.

THEREFORE, BE IT RESOLVED by the Royalton School Board to gratefully accept the gift(s).

The motion for adoption of the foregoing resolution was duly seconded by Member

\_\_\_\_\_ and upon a roll call vote being taken thereon, the following voted

in favor thereof:

following voted against:

and the following abstained:

**The foregoing resolution was approved this 12th day of May, 2025.**

\_\_\_\_\_ Board Co-Chairs, Rian Hofstad or Ellie Holm

\_\_\_\_\_ Board Clerk, Jon Andres

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 506

Orig. 1995

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

Rev. 2024 (June)

## **506 STUDENT DISCIPLINE**

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

### **I. PURPOSE**

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

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

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

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

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

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. 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 Minnesota Statutes, 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 the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
  
- 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. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
  
- 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 the person's 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. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

[For the purpose of Minnesota Statutes, section 121A.582 \(Student Discipline; Reasonable Force\), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph \(c\) is not a school employee or agent of the district.](#)

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

**[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]**

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

1. *Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee;*
2. *Specify required approvals necessary;*
3. *Specify paperwork and reporting procedures.*

**D. Period of Time for which a Student may be Removed from a 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. *Designation of where student is to go when removed;*
2. *Designation of how student is to get to designated destination;*
3. *Whether student must be accompanied;*
4. *Statement of what student is to do when and while removed;*
5. *Designation of who has control over and responsibility for student after removal from class.*

**F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.**

1. *Specification of procedures;*
2. *Actions or approvals required such as notes, conferences, readmission plans.*

**G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;**

1. *Specification of Procedures;*
2. *Actions or approvals required, such as notes, conferences, readmission plans.*

**H. Students with a Disability; Special Provisions.**

1. *Procedures for consideration of whether there is a need for further assessment;*
2. *Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and*
3. *Any procedures determined appropriate for referring students in need of special education services to those services.*

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

1. *Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;*
2. *Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.29.*

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

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

**L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**

**M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services;**

**N. Any 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; and**

**O. [Unscheduled Student Removal From Class](#)**

[A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class. The public school must consult with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.](#)

**[\[NOTE: The 2024 Minnesota legislature enacted this provision, which does not require a school board to adopt policy language. School districts may](#)**

**determine whether to adopt policy language.]**

**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 ~~n~~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 sSchool bBoard, 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 less than one day, 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 (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) 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 a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under 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

## **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.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
  - 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. § 121A.611 (Recess and Other Breaks)
  - 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:**

MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; [Vaping Awareness and Prevention Instruction](#))  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 507.5 (School Resource Officers)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 516

Orig. 1995

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

Rev. 2025

## 516 STUDENT MEDICATION AND TELEHEALTH

**[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]**

### I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

### II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

### III. DRUG AND MEDICATION REQUIREMENTS

**[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]**

#### A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
  - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
  - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
  - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization,

according to Minnesota Statutes, 121A.21; or

- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

**[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]**

3. Exclusions

**[Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]**

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - ~~a.~~(1) the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
  - ~~b.~~(2) the inhaler is properly labeled for that student; and
  - ~~c.~~(3) the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from

the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
  - ~~a.~~(1) the pupil may possess the epinephrine or
  - ~~b.~~(2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- 1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
- 2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
- 3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- 4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- 5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new

pharmacy instructions shall be required immediately as well.

6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

**[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]**

8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

**[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]**

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

**[NOTE: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]**

D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or

2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

**[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]**

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

**[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]**

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications

remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

#### **IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH**

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

**[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]**

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 148.171 (Definitions; Title)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Rule 8710.6100 (School Nurse)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

**Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 516.5

Orig. 2023

Revised:

Rev: June 2023

## 516.5 OVERDOSE MEDICATION

***[Note: The 2023 Minnesota legislature enacted legislation requiring school districts to maintain a supply of opiate antagonists. . School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of medication. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]***

### I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)<sup>1</sup>, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

### II. GENERAL STATEMENT OF POLICY

The school board authorizes school administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

### III. DEFINITIONS

- A. **“Drug-related overdose”** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. **“Naloxone Coordinator”** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district’s Naloxone Coordinator is [insert title of staff person appointed as coordinator].
- C. **“Opiate”** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having

such addiction forming or addiction sustaining liability.

- D. **“Opiate Antagonist”** means naloxone hydrochloride (“Naloxone”) or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **“Standing Order”** means directions from the school district’s medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
  - 1. Administration type
  - 2. Dosage
  - 3. Date of issuance
  - 4. Signature of the authorized provider

#### **IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES**

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

**[Note: The Minnesota Department of Education offered guidance regarding the meaning of “school site.” If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]**

- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.
- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.
- D. School District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a school district-wide collaborative planning and implementation team (“School District Planning Team”) who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

- 1. The School District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The School District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The School District Planning Team will develop school district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school district board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
  - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
  - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
  - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
  - d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.
4. The School District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the School District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
2. The Site Planning Team will be responsible for the coordination and implementation of this policy, school district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and school district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

**V. NALOXONE STORAGE**

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).

***[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]***

- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the School District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

**VI. Privacy Protections**

The school school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

- Legal References:**
- Minn. Stat. § 13.32 (Educational Data)
  - Minn. Stat. § 13.43 (Personnel Data)
  - Minn. Stat. § 13.37 (General Nonpublic Data)
  - Minn. Stat. § 121A.21 (School Health Services)
  - Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
  - Minn. Stat. § 121A.224 (Opiate Antagonists)
  - Minn. Stat. § 144.344 (Emergency Treatment)
  - Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
  - Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
  - Minn. Stat. § 152.01 (Definitions)
  - Minn. Stat. § 152.02 (Schedules of Controlled Substances)
  
  - Minn. Stat. § 604A.01 (Good Samaritan Law)
  - Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
  - Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
  - Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
  - Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
  - 20 U.S.C. § 1232g (Family Educational and Privacy Rights)

**Cross Reference:** MSBA/MASA Model Policy 516 (Student Medication)  
Minnesota Department of Health Toolkit on the Administration of Naloxone

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<sup>i</sup> Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

## **525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]**

### **I. PURPOSE**

The purpose of this policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

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

- A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).
- B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.
- D. The school district will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

### **III. IMPLEMENTATION OF POLICY**

- A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.
- C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.

- F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student ~~discipline~~ policy (Policy 506).
- G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with [Minnesota Statutes section Minn. Stat. § 121A.05](#).
- I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.
- J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

#### **IV. PREVENTION STRATEGIES**

The school district has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

***[Note: The school board can adopt any of the prevention strategies that it intends to implement in its schools, including some or all of the following sample strategies.]***

- A. Adopt a district crisis management policy to address potential violent crisis situations in the district.
- B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.
- C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students, and other youth service providers to advise on policy implementation.
- D. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.
- E. In-service training for personnel and school board members by experts familiar with

sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.

- F. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- G. Establish a curriculum committee that explores ways of teaching –students violence prevention strategies, law-related education, and character/values education (universal values, e.g., honesty, personal responsibility, self-discipline, cooperation, and respect for others).
- H. Establish clear school rules that prevent and deter violence.
- I. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.
- J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.
- K. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.
- L. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy, and identify differences in behavior and values that conflict with their own.
- M. Develop student safety forums that both inform and elicit students’ ideas about particular safety problems in the building.
- N. Develop a student photo or name identification system for quick identification of the student in case of emergency.
- O. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- P. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.
- Q. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- R. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based organizations, including the [Child Welfare Information Gateway](#) website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.
- S. Provide training to all school personnel on recognizing and preventing sexual abuse

and sexual violence which may include training on mandatory reporting requirements provided on the Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

## V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.
- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

## VI. PERSONNEL

- A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).
- B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.
- C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

**Legal References:** Minn. Stat. § 13.43, Subd. 16 ~~-(School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact Personnel Data)~~  
Minn. Stat. § 120B.22 (Violence Prevention Education)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 121A.64 (Notification)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)

18 U.S.C. § 921 (Definition of Firearm)  
20 ~~U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004)~~  
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*McIntire v. Bethel School*, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)  
*Olesen v. Board of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

**Cross References:**

MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 504 (Student Dress and Appearance)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 806

Orig. 1999

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

Rev. 2024

## 806 CRISIS MANAGEMENT POLICY

[NOTE: The Commissioner of the Minnesota Department of Education (**Commissioner**) is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes, section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

### I. PURPOSE

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

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

### II. GENERAL INFORMATION

#### A. The Policy and Plans

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

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

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

1. General Crisis Procedures

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

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

**[NOTE: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education’s document entitled, “Practical Information on Crisis Planning, a Guide for Schools and Communities.” A website link is provided in the resource section of this Policy.]**

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

**[NOTE: ~~Minnesota-State~~ law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]**

b. Evacuation Procedures

Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building’s crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency

situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

**[NOTE: Minnesota State law requires a minimum of five school fire drills, consistent with Minnesota Statutes, section 299F.30, and one school tornado drill each school year. See Minnesota Statutes, section 121A.035.]**

c. Sheltering Procedures

Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]**

2. Crisis-Specific Procedures

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]**

**[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available.)**

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of

students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]**

b. Leaders

The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

**III. PREPARATION BEFORE AN EMERGENCY**

A. Communication

1. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with

emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

**[NOTE: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]**

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes, section 299F.30. See Minnesota Statutes, section 121A.035.

**[NOTE: The State Fire Marshal advises schools to defer fire drills during the winter months.]**

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]**

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]**

C. Facility Diagrams and Site Plans

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

**[NOTE: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]**

**[NOTE: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes, section 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]**

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts and will be updated annually.

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

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

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]**

E. Warning and Notification Systems

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

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

F. Early School Closure Procedures

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

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

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]**

G. Media Procedures

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

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]**

H. Behavioral Health Crisis Intervention Procedures

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

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

I. Long-Term Recovery Intervention Procedures

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

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

**[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]**

#### **IV. ACTIVE SHOOTER DRILL**

##### **A. Definitions**

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. "Evidence-based" means a program or practice that demonstrates any of the following:
  - a. a statistically significant effect on relevant outcomes based on any of the following:
    - i. strong evidence from one or more well designed and well implemented experimental studies;
    - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
    - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
  - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and
5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner ~~of the Minnesota Department of Education~~ must ensure the availability of alternative safety education for students who are opted out of

participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
  - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
  - b. the importance of taking threats seriously and seeking help; and
  - c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.
3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
  - a. student opportunities for leadership related to prevention and safety;
  - b. encouragement and support to students in establishing clubs and programs focused on safety; and
  - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

**V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

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

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

**VI. MISCELLANEOUS PROCEDURES**

A. Chemical Accidents

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

**[NOTE: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]**

B. Visitors

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

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

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

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

**[NOTE: The Every Student Succeeds Act, 20 United States Code, section 6301, et seq.; Title IX, 20 United States Code, section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code, section 7912, require school districts to establish such transfer procedures.]**

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

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

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

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.038 (Students Safe at School)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses)  
Minn. Rules Ch. 7511 (Fire Code)  
20 U.S.C. § 1681, et seq. (Title IX)  
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

**Cross References:** MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to

Hazardous Substances)

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to  
Remove Students with IEPs from School Grounds)

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

*Comprehensive School Safety Guide*

[Minnesota School Safety Center - Resources \(mn.gov\)](http://mn.gov)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 413

Orig. 1995

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

Rev. 2025

## **413 HARASSMENT AND VIOLENCE**

**[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]**

### **I. PURPOSE**

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

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

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.

- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.

**[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below.]**

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

- D. Protected Classifications

1. "Disability" means, with respect to an individual who
  - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment; ~~or~~
  - c. is regarded as having such an impairment; or
  - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. "Familial status" means the condition of one or more minors having legal status or custody with:
  - a. the minor's parent or parents or the minor's legal guardian or guardians; or
  - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for

physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

**[NOTE: The 2024 Minnesota legislature revised the definition of “familial status.”]**

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

**[NOTE: The 2023 Minnesota legislature redefined ‘sexual orientation’ in the Minnesota Human Rights Act.]**

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment
1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
    - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
    - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
    - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an

intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or

violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The school board hereby designates ~~\_\_\_\_\_~~ **Activities Director** as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>

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

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

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

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

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

school district officials or by a third party designated by the school district.

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

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and

proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

**VII. RETALIATION OR REPRISAL**

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

**VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

**IX. HARASSMENT OR VIOLENCE AS ABUSE**

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

**X. DISSEMINATION OF POLICY AND TRAINING**

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

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

**Cross References:** ~~Royalton MSBA/MASA Model~~ Policy 102 (Equal Educational Opportunity)  
~~Royalton MSBA/MASA Model~~ Policy 401 (Equal Employment Opportunity)  
~~Royalton MSBA/MASA Model Policy 402~~ (Disability Nondiscrimination Policy)  
~~MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~  
~~Royalton MSBA/MASA Model~~ Policy 406 (Public and Private Personnel Data)  
~~MSBA/MASA Model~~Royalton Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
~~Royalton MSBA/MASA Model~~ Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
~~Royalton MSBA/MASA Model~~ Policy 506 (Student Discipline)  
~~Royalton MSBA/MASA Model~~ Policy 514 (Bullying Prohibition Policy)  
~~Royalton MSBA/MASA Model~~ Policy 515 (Protection and Privacy of Pupil Records)  
~~Royalton MSBA/MASA Model~~ Policy 521 (Student Disability Nondiscrimination)  
~~Royalton MSBA/MASA Model~~ Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
~~MSBA/MASA Model~~Royalton Policy 524 (Internet Acceptable Use and Safety Policy)  
~~Royalton MSBA/MASA Model~~ Policy 525 (Violence Prevention)  
~~Royalton MSBA/MASA Model~~ Policy 526 (Hazing Prohibition)  
~~MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)~~

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 413

Orig. 1995

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

Rev. 2025

## **413 HARASSMENT AND VIOLENCE**

**[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]**

### **I. PURPOSE**

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

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

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.

- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.

**[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below.]**

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

D. Protected Classifications

1. "Disability" means, with respect to an individual who
  - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment; ~~or~~
  - c. is regarded as having such an impairment; or
  - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. "Familial status" means the condition of one or more minors having legal status or custody with:
  - a. the minor's parent or parents or the minor's legal guardian or guardians; or
  - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for

physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

**[NOTE: The 2024 Minnesota legislature revised the definition of “familial status.”]**

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

**[NOTE: The 2023 Minnesota legislature redefined ‘sexual orientation’ in the Minnesota Human Rights Act.]**

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an

intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or

violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The school board hereby designates ~~\_\_\_\_\_~~ **Activities Director** as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
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- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

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

**Cross References:** ~~Royalton MSBA/MASA Model~~ Policy 102 (Equal Educational Opportunity)  
~~Royalton MSBA/MASA Model~~ Policy 401 (Equal Employment Opportunity)  
~~Royalton MSBA/MASA Model Policy 402~~ (Disability Nondiscrimination Policy)  
~~MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~  
~~Royalton MSBA/MASA Model~~ Policy 406 (Public and Private Personnel Data)  
~~MSBA/MASA Model~~Royalton Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
~~Royalton MSBA/MASA Model~~ Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
~~Royalton MSBA/MASA Model~~ Policy 506 (Student Discipline)  
~~Royalton MSBA/MASA Model~~ Policy 514 (Bullying Prohibition Policy)  
~~Royalton MSBA/MASA Model~~ Policy 515 (Protection and Privacy of Pupil Records)  
~~Royalton MSBA/MASA Model~~ Policy 521 (Student Disability Nondiscrimination)  
~~Royalton MSBA/MASA Model~~ Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
~~MSBA/MASA Model~~Royalton Policy 524 (Internet Acceptable Use and Safety Policy)  
~~Royalton MSBA/MASA Model~~ Policy 525 (Violence Prevention)  
~~Royalton MSBA/MASA Model~~ Policy 526 (Hazing Prohibition)  
~~MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)~~

## 721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

**[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, Part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]**

### I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

### II. DEFINITIONS

**[NOTE: In October 2024, MSBA updated Article II to ensure that the definitions are presented in alphabetical order. School districts may choose whether to adopt this change.]**

- A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).
- B. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- C. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- D. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000.
- E. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
  - 1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability); or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations, section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

F. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

**[NOTE: All ~~of the~~ requirements outlined in this policy apply to both direct grants and state-administered grants.]**

- G. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations, Subpart 2.1 or as periodically adjusted for inflation).

**[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet *one* of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**

2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other

property that do not cost more than ~~\$175,000~~~~\$250,000~~ (periodically adjusted for inflation).

**[NOTE: Despite the federal government's increase in the dollar cap for small purchases, Minnesota law limits the cap to \$175,000.]**

3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- J. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- K. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. CONFLICT OF INTEREST**

#### **A. Employee Conflict of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of ~~-\$5 or less. nominal value~~. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

#### **B. Organizational Conflicts of Interest**

The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

#### **C. Disclosing Conflicts of Interest**

The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policies.

#### IV. ACCEPTABLE METHODS OF PROCUREMENT

A. General Procurement Standards

The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are ~~considered~~used when possible.

**[NOTE: This change appears in the 2024 amended UGG.]**

H. Methods of Procurement

The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition

The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All non-procurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

## V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

### A. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

### B. Equipment

Management requirements.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.

5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and
3. other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

**[NOTE: See 2 CFR 200.303, which establishes internal controls that the school district must implement.]**

**VI. FINANCIAL MANAGEMENT REQUIREMENTS**

A. Financial Management.

The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should ~~align~~ be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with the United States Constitution, federal statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## **VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

### **A. Allowable Use of Funds**

The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

### **B. Definitions**

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. "Omni Circular" or "2 Code of Federal Regulations, Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

### **C. Allowable Costs**

The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;

5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;

10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations, section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729-3733).

The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

**VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's

compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district policy; and
4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees

Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

**[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]**

**Legal References:** [2 C.F.R. § 200.1](#) (Definitions: Capital Assets)  
[2 C.F.R. § 200.112](#) (Conflict of Interest)  
[2 C.F.R. § 200.113](#) (Mandatory Disclosures)  
[2 C.F.R. § 200.205\(d\)](#) (Federal Awarding Agency Review of [Merit of Proposals](#)~~Risk-Posed by Applicants~~)  
[2 C.F.R. § 200.214](#) (Suspension and Debarment)  
[2 C.F.R. § 200.300\(b\)](#) (Statutory and National Policy Requirements)  
[2 C.F.R. § 200.302](#) (Financial Management)  
[2 C.F.R. § 200.303](#) (Internal Controls)  
[2 C.F.R. § 200.305\(b\)\(1\)](#) (Federal Payment)

[2 C.F.R. § 200.310](#) (Insurance Coverage)  
[2 C.F.R. § 200.311](#) (~~Federally-owned and Exempt~~Real Property)  
[2 C.F.R. § 200.312](#) (~~Federally-owned and Exempt~~ Property)  
[2 C.F.R. § 200.313\(d\)](#) (Equipment)  
[2 C.F.R. § 200.314](#) (Supplies)  
[2 C.F.R. § 200.315](#) (Intangible Property)  
[2 C.F.R. § 200.318](#) (General Procurement Standards)  
[2 C.F.R. § 200.319\(c\)](#) (Competition)  
[2 C.F.R. § 200.320](#) (Methods of Procurement to be Followed)  
[2 C.F.R. § 200.321](#) (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
[2 C.F.R. § 200.328](#) (Financial Reporting)  
[2 C.F.R. § 200.339](#) (Remedies for Noncompliance)  
[2 C.F.R. § 200.403\(c\)](#) (Factors Affecting Allowability of Costs)  
[2 C.F.R. § 200.430](#) (Compensation – Personal Services)  
[2 C.F.R. § 200.431](#) (Compensation – Fringe Benefits)  
[2 C.F.R. § 200.447](#) (Insurance and Indemnification)  
[2 C.F.R. § 200.463](#) (Recruiting Costs)  
[2 C.F.R. § 200.464](#) (Relocation Costs of Employees)  
[2 C.F.R. § 200.474](#) (Transportation Costs)  
[2 C.F.R. § 200.475](#) (Travel Costs)

**Cross References:**

[Royalton MSBA/MASA Model](#) Policy 208 (Development, Adoption, and Implementation of Policies)  
[MSBA/MASA Model](#)[Royalton](#) Policy 210 (Conflict of Interest – School Board Members)

~~MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)~~  
[Royalton MSBA/MASA Model](#) Policy 412 (Expense Reimbursement)  
~~MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)~~  
~~MSBA/MASA Model Policy 701.1 (Modification of School District Budget)~~  
~~MSBA/MASA Model Policy 702 (Accounting)~~  
~~MSBA/MASA Model Policy 703 (Annual Audit)~~

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 704

Orig. 1995

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

Rev. 2025~~2~~

## **704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

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

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

### **III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM**

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) with a capitalization level that equals or exceeds \$5,000. Group purchases for technology, furniture, or other equipment that is purchased as a per quantity that otherwise may be below the individual item threshold, the total threshold is \$25,000. ~~In addition, t~~The inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

### **IV. REPORT**

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

#### **Legal References:**

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)

Minn. Stat. § 123B.09 (Boards of Independent School Districts)

Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and Nonschool Purposes; Closings)

[GASB Implementation Guide 2021-1](#)

#### **Cross References:**

[Royalton MSBA/MASA Model Policy 702 \(Accounting\)](#)

## **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(s) is/are:

**Kaitlyn Arnzen, Title IX Coordinator, 320-584-4257, 120 South Hawthorn St, Royalton, MN 56373**

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

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

### **II. DEFINITIONS**

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal

complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that

occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).

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

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

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when 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 1232g, FERPA regulations, 34 Code of Federal Regulations, part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations, part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

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 Royalton Policy 506 – Student

Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

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

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

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

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

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

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

### **A. Emergency Removal of a Student**

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including 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)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

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