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**School Board of Robbinsdale Area Schools**  
Regular Meeting - September 22, 2021

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

	<b>PRESENT</b>	<b>ABSENT</b>
Helen Bassett	_____	_____
David Boone	_____	_____
Greta Evans-Becker	_____	_____
Mike Herring	_____	_____
Pam Lindberg	_____	_____
Sam Sant	_____	_____
John Vento	_____	_____
David Engstrom, ex-officio	_____	_____



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Acceptance of Agenda  
**ITEM:** 2. Acceptance of Agenda  
**COMMENTS BY:** David Boone, Board Chair

**Recommended Action:** Approve regular meeting agenda.

---

### Acceptance of Regular Meeting Agenda – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Sharing the Success

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**ITEM:** 3.A. Arts Showcase  
3.B. Rapid Report

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**COMMENTS BY:** Matt Pletcher  
*Director of Secondary Curriculum & Multilingual Programs*  
Toya Stewart Downey  
*Executive Director of Strategic Communications*

---

### **Arts Showcase: Armstrong Visual Arts**

Matt Pletcher will introduce the Armstrong Visual Arts YouTube presentation of their collaborative installation in their building.

### **Rapid Report**

Toya Stewart Downey will present the Rapid Report this evening.

# Connect & Reconnect:

## *Collaborative Art Installation*

Mixed Media, Ceramics, Draw/Paint,  
Digital Arts & Photography

**Armstrong High School**

Heidi Miller, Leah Dussault, Katie Bacon



We took time to think  
about the fact that  
***it's been almost a  
year and a half  
since we've been  
back to what we  
know school to be.***  
That's a lot to process!  
And how?!

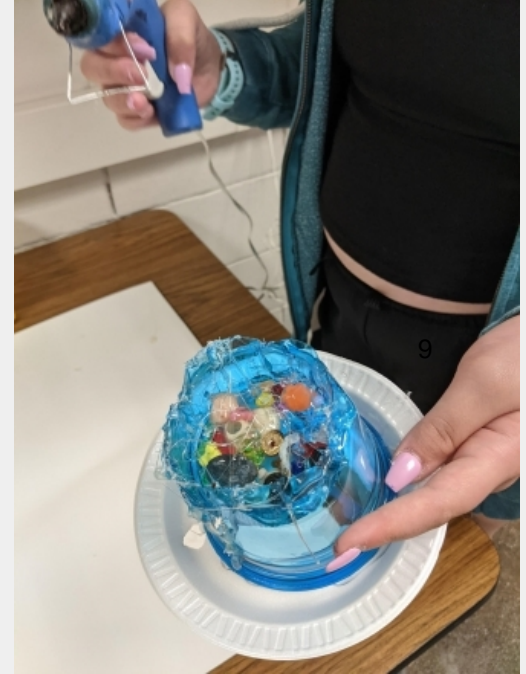
# Connect & Reconnect

We talked about different ways we figured out how to connect with friends, peers, & staff after such a long time away.





**And then,**  
students got to work.  
They used materials  
specific to their art  
class as their medium  
to help relay the  
message of **Connect  
& Reconnect.**





# Look!

Go ahead! Take a look... Notice the light, the rainbows, the shadows (both dark & colorful), the shapes, & the movement as you walk past.





**And then**  
students get  
they use  
specific to  
class as  
to help  
message of  
& Res

**Loot!**  
It's all  
tood, we  
make for  
world, or  
and we

**Enjoy.**  
We had a blast making  
this installation. Hope  
you enjoy!  
Bacon, Dussault,  
& Miller's art  
classes





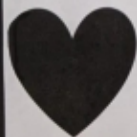






# Enjoy.

We had a blast making this installation. Hope you enjoy!



Bacon, Dussault,  
& Miller's art  
classes



**And then,**  
students got to work.  
They used materials  
specific to their art  
class as their m  
to hel



# Summer Programs



# Mission

The mission of Robbinsdale Area Schools is to inspire and educate all learners to develop their unique potential and positively contribute to their community.

# Unified District Vision Goals

1. Implement policies and practices that open pathways to academic excellence for all students.
2. Utilize culturally responsive teaching and personalized learning for all students.
3. Engage family and community members as partners.
4. Engage and Empower students by amplifying student voice.

# Extended School Year (ESY) / COVID Recovery

## Extended School Year:

- Federal and state mandated program for eligible students in special education.
- Services designed to *maintain* the academic social/behavioral, communication, or other skills that they have learned as part of their Individual Education Plan (IEP)
- Eligibility through IEP team due to regression in skills, self-sufficiency (functional skills), or unique circumstances

# Extended School Year (ESY) / COVID Recovery

## COVID Recovery:

- Students who missed services because they were not provided during the pandemic (ex: on the job training, orientation and mobility)
- Students who demonstrated a decrease in skills
- Students who lost service time due to isolation/quarantine or technology access issues

## Extended School Year (ESY) / COVID Recovery

### **Over 500 students with disabilities participated in summer programs**

- 76 students attended ESY only
- 113 students received both ESY and COVID recovery services
- 311 students received COVID recovery services for learning disruptions due to the pandemic



# Extended School Year (ESY)

## ESY Sites for 2021:

- New Hope Learning Center
- Noble Elementary
- Sonnesyn Elementary\*
- RSI\*
- Plymouth MS\*
- Armstrong High School
- Robbinsdale Transition Center

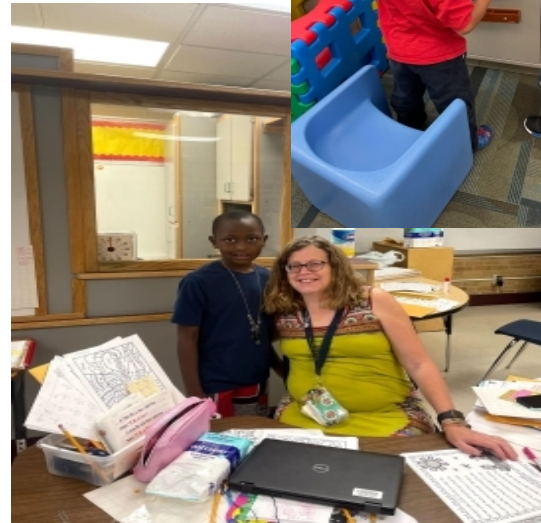
**\* Joint site partnership  
with Targeted Services**

## Extended School Year (ESY) / Targeted Services Partnership

NEW

Resource special education students received services by a licensed special education teacher while attending Targeted Services.

This allowed students more access to learning alongside their general education peers.





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Area Schools

## K-5 Targeted Services

**Targeted Services offered two 3-week sessions district wide. The first session also included a distance learning option for families that preferred that option.**

### **Session 1 Attendance**

DL - 78

NO - 70

RSI - 134

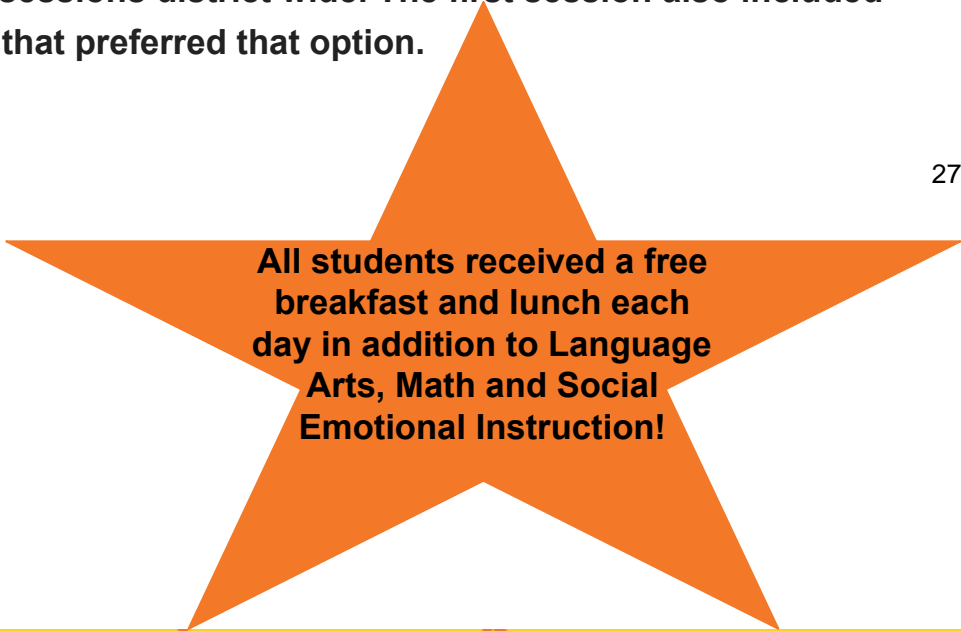
SON - 178

### **Session 2 Attendance**

NP - 83

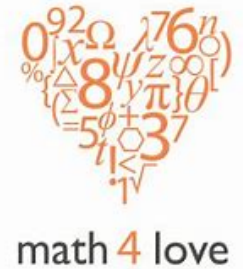
RSI - 80

SON - 145



**All students received a free  
breakfast and lunch each  
day in addition to Language  
Arts, Math and Social  
Emotional Instruction!**

## K-5 Targeted Services



- Teachers and students love the Math 4 Love and LIT Camp curriculum. The opportunities for students to see math and literacy in a different way helps to engage students in learning and teachers enjoy teaching in a different way.
- Targeted Services is an inclusive program where ALL students were really excited to be back with their friends and have opportunities for enrichment.
- Teachers loved the small class sizes that allowed a lot of opportunity to differentiate and teach in small groups
- All Students liked being with their peers.

28



## 6-8 Targeted Services

Targeted Services offered two 3-week sessions district wide. The first session also included a distance learning option for families that preferred that option.

### Session 1 Attendance

26 6th grade students  
41 7-8th grade students

### Session 2 Attendance

12 6th grade students  
36 7-8th grade students

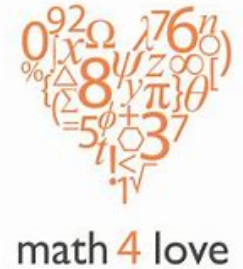
**All students received a free breakfast and lunch each day in addition to Language Arts, Math and Social Emotional Instruction!**



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## 6-8 Targeted Services

- The students enjoyed the curriculum and their teachers. They were excited to be in school and did not want to miss a day.
- The teachers had an opportunity to work with small class sizes that allowed them more opportunities for individual support. This helped them build stronger relationships. The new curriculum was easy for the teachers to use and engaging.
- We saw growth in math and reading skills for each individual student.



30





# Credit Recovery

	Number of Students Enrolled	Students that Attended at Least One Time	Earned at Least One Credit	Number of Credits Earned
Session 1	754	602	301	587
Session 2	710	377	228	530
Total	1464	979	529	1117



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## Credit Recovery

- Edgenuity is very successful and provides individualized access for everyone.
- Intentional staffing allowed opportunities to meet students needs immediately.
- Elements of blended learning/modern classroom increased self paced learning.
- Student successes were celebrated by clapping for everyone who completed a credit and playing Pomp and Circumstance for those that completed all graduation requirements.





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## Community Education

### Summer Academy

- 1,111 registrations for the 220 class sections offered in arts, fitness, life skills, social studies and STEM
- 546 students served entering grades K-9 for two weeks each month in June, July and August
- 27% of participants qualified for free/reduced lunch and paid half of the class fee
- Popular class options include Babysitting 101, Explorer camp, Jr Engineering:Theme Parks and Ninja Warriors



33





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## Community Education

### Swim Program

- Aquatics offers year-round swim lessons with many District students who serve as instructors
- Aquatics teaches over 1,000 students to swim each year
- 417 registrations for day and evening swim lessons at Plymouth Middle School
  - 18% of attendees from Adventure Club
  - 29% of attendees qualified for free/reduced lunch



34





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## Community Education

**Adventure Club: 575 enrollees**

**The Basement: 70 enrollees**

- Walking trips to community parks and businesses
- Service Learning and virtual field trips
- Outdoor learning and fun activities
- COVID update: Very low quarantines





## College 4 Kids



36

80 incoming 6th through 8th grade Robbinsdale Area School students participated in this tuition-free, week-long program, June 21 - June 25. College 4 Kids aims to expose middle school students to various career pathways through educational courses including program and industry overviews, followed by fun hands-on activities. The courses are taught by Hennepin Technical College instructors.

# Freedom Schools

The CDF Freedom Schools program provides

- 6 weeks summer and enrichment through a research based, multicultural curriculum that supports children and families around high quality academic enrichment
- parent and family involvement
- civic engagement and social action
- intergenerational leadership development
- nutritional health
- mental health





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Area Schools



## Freedom Schools

Robbinsdale piloted an American Indian Freedom Schools and a Traditional Freedom School

- Students in grades K-8
- Students had an opportunity to meet Superintendent Engstrom, Lt. Governor Peggy Flanagan, Representative Cedrick Frazier, and other local elected officials
- Students participated in discussion with local business owners and discussions with local civic leaders
- We served over 100 scholars in Freedom Schools

## Career and College Now!

- This program is a partnership between Hennepin Technical College, Minneapolis Community and Technical College, and Robbinsdale Area Schools(RAS) to offer college courses to students in RAS. Classes were offered virtually. Over 90 students participated in or more courses
- Courses that students have had access to are Public Speaking, Sociology, Ethnic America, First Year Students Transition (FYST), Biology, English Composition, Intro to Statistics, Certified Nursing Assistant and Home Health Aide Class. Most courses are offered in the summer.

## High School Cosmetology Sampler

- This program is a partnership with Robbinsdale Area Schools and St Paul College in which high school students are introduced to the basics of cosmetology.
- 75 students had the opportunity to learn the basics about hair styling, braiding, nail care, makeup application, esthetics, and other beauty procedures from St. Paul College instructors.

## Summer Bridge

- The goal of this course is to prepare students for their first year of college or PSEO with Hennepin Technical College. Academic reading strategies, literacy, and college ready self efficacy are the focus of instruction and assessment.
- The course is co taught by an HTC instructor and a licensed RAS teacher. After successful completion of the course, students will receive a high school credit and the ability to forgo developmental courses at HTC. 11 RAS students participated in Summer Bridge



## ACT Now Bootcamp

Dates: August 6th -August 24th

ACT Now Bootcamp is a free preparatory curriculum that includes

- ACT sections
- Content, skills
- Practice
- Pre and post retired ACT tests

43

Participants have access to online resources, live sessions with an instructor, and support from a coordinator. 65 students participated in one or more sessions of ACT Now Bootcamp.



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Area Schools

## Camp smART at Northport



Thank you for  
your  
dedication to  
students and  
learning!





## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Operations

**ITEM:** 5A. Approval of Preliminary Levy Certification (Taxes Payable 2022)

**COMMENTS BY:** Ukee Dozier, Executive Director of Finance

School Boards typically certify the preliminary levy at the “Maximum” level. The use of the term “Maximum” allows for any corrections/changes in levy totals between now and December’s final certification to be made without recertification. The final levy certification in December will require a specific dollar amount.

A power point is attached providing information related to the proposed levy. The proposed levy is showing an increase of \$5460,000 or .83% from the current pay 2021 levy.

**Recommended Action:**

It is recommended that the School Board certify the Preliminary Levy for taxes payable in 2022 as a “Maximum levy amount.

---

### Approval of the Preliminary Levy Certification (Taxes Payable 2022) – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



# ROBBINSDALE

Area Schools

Individual focus. Infinite potential.

TO: Members of the School Board  
David Engstrom, Superintendent

FROM: Ukee Dozier, Executive Director of Finance

DATE: September 22, 2021

RE: Preliminary Levy Certification (Taxes Payable 2022)

**RECOMMENDATION:**

It is recommended that the School Board certify the Preliminary Levy for taxes payable in 2022 as a “Maximum” levy amount.

**DISCUSSION:**

School Boards typically certify the preliminary levy at the “Maximum” level. The use of the term “Maximum” allows for any corrections/changes in levy totals between now and December’s final certification to be made without recertification. The final levy certification in December will require a specific dollar amount.

I have attached a power point that provides information relating to the proposed levy. The proposed levy is showing an estimated increase of \$546,000 or 0.83% from the current pay 2021 levy.

**QUESTIONS:**

For questions please contact Ukee Dozier at 763-504-8037 or [Ukee\\_Dozier@rdale.org](mailto:Ukee_Dozier@rdale.org)



# Preliminary Proposed Levy Taxes Payable 2022

Ukee Dozier  
Executive Director of Finance  
September 22, 2021



# Overview

Public education in MN is financed by a combination of state aid, federal allocations, locally generated revenue and *property taxes*.

The Proposed Levy payable in 2022 provides the property tax revenue for the 2022-23 school year.

# District Levy Funding Types

## **Voter Approved Levies:**

Operating Referendum, Capital Projects and Building Bond issues.

50

## **Legislative levies:**

Provides school districts the authority to levy for specific costs.

- Safe Schools
- Capital Projects

# Property Taxes

## Property Tax Timeline:

- Spring (2021) – Tax assessor values properties in the district for the following year – challenges can be made to the board of equalization
- Fall (2021) – preliminary school levies as well as city and county taxes are used to compute proposed property tax statements and mailed out
- Winter (2021) – final taxes are certified
- Spring (2022) – Property tax statements are mailed out

# Levy Limitation

## Factors effecting change on Levy Limitations:

- Property tax value changes – collectively and individually
- State aid appropriation changes
- Adjustments to actual data versus estimates from prior levies
- Enrollment
- Inflation

# Levy Certification Timeline

## **September 8, 2021**

- Deadline for MDE to certify levy limitations to school districts

## **September 30, 2021**

- Deadline for districts to submit data changes to MDE
- Deadline for School Boards to certify preliminary proposed property tax

## **December 6, 2021**

- ISD 281 scheduled (Truth in Taxation) meeting to discuss Pay 2022 final levy
- Districts are required to hold hearing in regularly scheduled meeting between November 24 and December 28.

## **December 20, 2021**

- ISD 281 scheduled meeting to adopt final Pay 2022 levy

## **December 28, 2021**

- Deadline to submit final levy to county – Copy to MDE by January 7, 2022

# Levy Components and Comparison to Pay 2021 Levy

Category	Pay 21	Pay 22	\$ Change	% Change
Referendum	\$ 21,869,000	\$ 21,587,000	\$ (282,000)	-1.29%
Local Optional	\$ 8,756,000	\$ 7,549,000	\$ (1,207,000)	-13.78%
Equity	\$ 881,000	\$ 906,000	\$ 25,000	2.84%
Transition	\$ 240,000	\$ 227,000	\$ (13,000)	-5.42%
Adjustments	\$ (367,000)	\$ (256,000)	\$ 111,000	-30.25%
Technology	\$ 5,279,000	\$ 5,524,000	\$ 245,000	4.64%
Operating Capital	\$ 1,317,000	\$ 1,457,000	\$ 140,000	10.63%
Q Comp	\$ 1,167,000	\$ 1,067,000	\$ (100,000)	-8.57%
Achievement & Integration	\$ 852,000	\$ 826,000	\$ (26,000)	-3.05%
Unemployment	\$ 150,000	\$ 300,000	\$ 150,000	100.00%
Safe Schools	\$ 635,000	\$ 602,000	\$ (33,000)	-5.20%
Career Tech Education	\$ 365,000	\$ 365,000	\$ -	0.00%
Long-Term Facilities Maintenance	\$ 141,000	\$ 134,000	\$ (7,000)	-4.96%
Lease Levy	\$ 2,948,000	\$ 2,877,000	\$ (71,000)	-2.41%
Community Education	\$ 2,150,000	\$ 2,205,000	\$ 55,000	2.56%
Debt	\$ 16,581,000	\$ 18,036,000	\$ 1,455,000	8.78%
OPEB	\$ 2,595,000	\$ 2,699,000	\$ 104,000	4.01%
<b>TOTAL</b>	<b>\$ 65,559,000</b>	<b>\$ 66,105,000</b>	<b>\$ 546,000</b>	<b>0.83%</b>

## Board Action

Board approval of the final tax levy at the maximum allowable for taxes payable in 2022

Final preliminary proposed Pay 22 levy projects an estimated increase from the current year levy of \$546,000 or 0.83%



ROBBINSDALE  
Area Schools

**Thank you!**

Minnesota Department of Education  
Levy Limitation and Certification Report  
2021 Payable 2022

District Number-Type: 0281-01  
District Name: Robbinsdale Public School District  
Home County: HENNEPIN

Date Printed: 9/21/21  
Limits Updated: 9/21/21  
Proposed Submitted: 9/21/21

**LIMIT**

**PROPOSED**

**SUBTOTALS BY LEVY CATEGORY**

- GENERAL - RMV VOTER - JOBZ EXEMPT
- GENERAL - RMV OTHER - JOBZ EXEMPT
- GENERAL - NTC VOTER - JOBZ EXEMPT
- GENERAL - NTC OTHER GENED - EXEMPT
- GENERAL - NTC OTHER - JOBZ EXEMPT
- COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT
- GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT
- GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT
- OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT
- OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

**SUBTOTALS BY FUND**

- GENERAL FUND
- COMMUNITY SERVICES FUND
- GENERAL DEBT SERVICE FUND
- OPEB/PENSION DEBT SERVICE FUND

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

**SUBTOTALS BY TAX BASE**

- REFERENDUM MARKET VALUE
- NET TAX CAPACITY

**SUBTOTALS BY TRUTH IN TAXATION CATEGORY**

- VOTER APPROVED
- OTHER

**TOTAL LEVY**

- TOTAL LEVY

The school district must submit the completed original of this form to the home county auditor by September 30, 2021. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 1500 Highway 36 West, Roseville, MN 55113, by October 7, 2021.

The certified levy listed above is the levy voted by the school board for taxes payable in 2022.

Signature of School Board Clerk

\_\_\_\_\_

Date of Certification

\_\_\_\_\_



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Operations

**ITEM:** 5B. Approval of Resolution Approving Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds

**COMMENTS BY:** Ukee Dozier, Executive Director of Finance

Kennedy and Graven have prepared a model policy which, if implemented and followed, will meet IRS requirements for post-issuance compliance.

**Recommended Action:**

It is strongly recommended that the School Board of the District adopt this policy and follow the adopted policy with regard to all of its tax-exempt governmental bonds.

---

### Approval of the Resolution Approving Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**Kennedy**

**&**

**Graven**

**CHARTERED**

150 South Fifth Street  
Suite 700  
Minneapolis, MN 55402-1299

(612) 337-9300 telephone  
(612) 337-9310 fax  
<http://www.kennedy-graven.com>

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**MEMORANDUM**

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To: School Board of Independent School District No. 281 (Robbinsdale Area Schools),  
Hennepin County, Minnesota

From: Martha Ingram, Kennedy & Graven

Re: Post-Issuance Compliance for Tax-Exempt Obligations

Date: September 14, 2021

---

Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota (the "District") is an issuer of tax-exempt governmental bonds. Over time, the Internal Revenue Service (the "IRS") has developed a series of regulations that require issuers of such bonds to take certain actions after the bonds have been issued to ensure that the bonds remain tax-exempt. The IRS has also begun to investigate whether issuers of tax-exempt bonds are complying with these regulations. For example, in early 2009, the IRS mailed its Governmental Bond Financings Compliance Check Questionnaire, Form 14002 to two hundred governmental entities that had issued taxexempt bonds in 2005. A major focus of the IRS questionnaire is whether the governing body of the issuer responding to the questionnaire has adopted written procedures for its required post-issuance compliance actions. The questions in this questionnaire provide clear guidance from the IRS on the postissuance actions that are expected from issuers of tax-exempt governmental bonds, the records that the IRS expects such issuers to retain, and the period of time such records are expected to be retained. The IRS has suggested that it may send this or a similar questionnaire to more issuers in the future.

In September 2011, the IRS revised its Form 8038-G, which is the informational tax return that issuers of tax-exempt governmental bonds are required to submit in connection with each bond issue. The new version of the Form 8038-G requires the issuer to certify whether it has written procedures in place for its post-issuance compliance activities. In addition, if a problem with the tax exemption of the bonds is identified at some point, the IRS has indicated it will allow reduced closing agreement amounts under its Voluntary Closing Agreement Program for issuers who implement written post-issuance compliance procedures.

Our office has prepared a model policy which, if implemented and followed, will meet IRS requirements for post-issuance compliance. I strongly recommend that the School Board of the District adopt this policy and follow the adopted policy with regard to all of its tax-exempt bonds. If you have any questions about post-issuance compliance or the proposed policy, please do not hesitate to call me at (612) 3379231.

**Independent School District No. 281  
(Robbinsdale Area Schools)  
Hennepin County, Minnesota**

**POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY  
FOR TAX-EXEMPT GOVERNMENTAL BONDS**

**Adopted September 22, 2021**

## **Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds**

Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota (the “Issuer”) issues taxexempt governmental bonds (“TEBs”) to finance capital improvements, for cashflow borrowings, and in the form of lease-purchase financings to finance various public projects. As an issuer of TEBs, the Issuer is required by the terms of Sections 103 and 141150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”), to take certain actions after the issuance of TEBs to ensure the continuing tax-exempt status of such bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”) has been approved and adopted by the Issuer to ensure that the Issuer complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

1. Effective Date and Term. The effective date of this Policy is the date of approval by the School Board (the “Board”) of the Issuer (September 22, 2021) and this Policy shall remain in effect until superseded or terminated by action of the Board of the Issuer.

2. Responsible Parties. The Executive Director of Finance of the Issuer (the “Compliance Officer”) shall be the party primarily responsible for ensuring that the Issuer successfully carries out its postissuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Compliance Officer will be assisted by the other Issuer staff and officials when appropriate. The Compliance Officer of the Issuer will also be assisted in carrying out post-issuance compliance requirements by the following organizations:

(a) Bond Counsel (as of the date of approval of this Policy, bond counsel for the Issuer is Kennedy & Graven, Chartered);

(b) Municipal Advisor (the person, organization, or officer of the Issuer primarily responsible for providing financial advisory services to the Issuer);

(c) Paying Agent (the person, organization, or officer of the Issuer primarily responsible for providing paying agent services for the Issuer); and

(d) Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the Issuer).

The Compliance Officer shall be responsible for assigning post-issuance compliance responsibilities to other staff of the Issuer, Bond Counsel, Paying Agent, and Rebate Analyst. The Compliance Officer shall utilize such other professional service organizations as are necessary to ensure compliance with the postissuance compliance requirements of the Issuer. The Compliance Officer shall provide training and educational resources to Issuer staff responsible for ensuring compliance with any portion of the postissuance compliance requirements of this Policy.

3. Post-Issuance Compliance Actions. The Compliance Officer shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the Issuer with respect to each issue of TEBs:

(a) The Compliance Officer shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).

(b) The Compliance Officer shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Bonds, Form 8038-G (this action will be the primary responsibility of Bond Counsel).

(c) The Compliance Officer shall prepare an "allocation memorandum" for each issue of TEBs in accordance with the provisions of Treasury Regulations, Section 1.148-6(d)(1), that accounts for the allocation of the proceeds of the tax-exempt bonds to expenditures not later than the earlier of:

(i) eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project, if any, that is financed by the tax-exempt bond issue is placed in service; or

(ii) the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of the tax-exempt bond issue, or (B) the date sixty (60) days after the retirement of the tax-exempt bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Compliance Officer (in consultation with the Municipal Advisor and Bond Counsel).

(d) The Compliance Officer, in consultation with Bond Counsel, shall identify proceeds of TEBs that must be yield restricted and shall monitor the investments of any yieldrestricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

(e) In consultation with Bond Counsel, the Compliance Officer shall determine whether the Issuer is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of TEBs. In consultation with Bond Counsel, the Compliance Officer shall determine, with respect to each issue of TEBs of the Issuer, whether the Issuer is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Compliance Officer shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of TEBs of the Issuer and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such TEBs. If a rebate payment is required to be paid by the Issuer, the Compliance Officer shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the Issuer is authorized to recover a rebate payment previously paid, the Compliance Officer shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

4. Procedures for Monitoring, Verification, and Inspections. The Compliance Officer shall institute such procedures as the Compliance Officer shall deem necessary and appropriate to monitor the

use of the proceeds of TEBs issued by the Issuer, to verify that certain post-issuance compliance actions have been taken by the Issuer, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Compliance Officer shall establish the following procedures:

(a) The Compliance Officer shall monitor the use of the proceeds of TEBs to: (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Treasury Regulations, Section 1.148-2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.1487.

(b) The Compliance Officer shall monitor the use of all bond-financed facilities in order to: (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimis* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimis* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Compliance Officer shall provide training and educational resources to any Issuer staff who have the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.

(c) The Compliance Officer shall undertake the following with respect to each outstanding issue of TEBs of the Issuer: (i) an annual review of the books and records maintained by the Issuer with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Compliance Officer with the assistance with any Issuer staff who have the primary responsibility for the operation, maintenance, or inspection of such bond-financed facilities.

5. Remedies. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimis* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 200831, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.

6. Other Post-Issuance Actions. If, in consultation with Bond Counsel, the Municipal Advisor, the Paying Agent, the Rebate Analyst, or the Board, the Compliance Officer determines that any additional action not identified in this Policy must be taken by the Compliance Officer to ensure the continuing tax-exempt status of any issue of governmental bonds of the Issuer, the Compliance Officer shall take such action if the Compliance Officer has the authority to do so. If, after consultation with Bond Counsel, the Municipal Advisor, the Paying Agent, the Rebate Analyst, or the Board, the Compliance Officer determines that this Policy must be amended or supplemented to ensure the

continuing tax-exempt status of any issue of governmental bonds of the Issuer, the Compliance Officer shall recommend to the Board that this Policy be so amended or supplemented.

7. Prior Post-Issuance Compliance Policies. This Policy supersedes and replaces any existing post-issuance compliance policies and procedures previously adopted by the District.

**INDEPENDENT SCHOOL DISTRICT NO. 281  
(ROBBINSDALE AREA SCHOOLS)  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION APPROVING POST-ISSUANCE COMPLIANCE  
PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS**

BE IT RESOLVED By the School Board (the “Board”) of Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota (the “District”) as follows:

Section 1.     Recitals.

1.01.    The District from time to time issues tax-exempt governmental bonds to finance capital improvements, for cashflow borrowings, and in the form of lease-purchase financings to finance various public projects.

1.02.    Under Sections 103 and 140 to 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and related regulations, the District is required to take certain actions after the issuance of such bonds to ensure that interest on those bonds remains tax-exempt.

1.03.    The District has determined to adopt written procedures regarding how the District will carry out its bond compliance responsibilities, and to that end has caused to be prepared a document titled PostIssuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”).

1.04.    The Board has reviewed the Policy and has determined that it is in the best interest of the District to adopt the Policy.

Section 2.     Policy Approved.

2.01.    The Board approves the Policy in substantially the form on file at the District offices.

2.02.    District staff is authorized to take all actions necessary to carry out the Policy.

Approved by the School Board of Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota, this 22<sup>nd</sup> day of September, 2021.

Chair

ATTEST:

District Clerk



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Operations

**ITEM:** 5C. Awarding the Sale of General Obligation Facilities Maintenance (LTFM) Bonds, Series 2021A

**COMMENTS BY:** Ukee Dozier, Executive Director of Finance, and Kelly Smith or a representative from Baker Tilly

Proposals for the sale of \$21,200,000 LTFM Bonds, Series 2021A will be received the morning of on Wednesday, September 22, 2021. Final sale resolution will be prepared subsequent to the bid opening and presented to the Board at Wednesday’s meeting. This issue will finance the payments of bonds issued to fund General Obligation Long-Term Facilities Maintenance (LTFM) projects in the summer of 2022.

**Recommended Action:**

School Board approves the attached resolution awarding the sale of General Obligation Facilities Maintenance (LTFM) Bonds Series 2021A in the amount of \$21,200,000.

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### Approval of Awarding the Sale of General Obligation Facilities Maintenance (LTFM) Bonds, Series 2021A – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



# ROBBINSDALE

Area Schools

**Individual focus. Infinite potential.**

TO: Members of the School Board  
David Engstrom, Superintendent

FROM: Ukee Dozier, Executive Director of Finance

DATE: September 22, 2021

RE: Awarding the Sale of General Obligation Facilities Maintenance (LTFM) Bonds,  
Series 2021A

**RECOMMENDATION:**

School Board approve the attached resolution awarding the sale of General Obligation Facilities Maintenance (LTFM) Bonds in the amount of \$21,200,000.

**DISCUSSION:**

Proposals for the sale of \$21,200,000 LTFM Bonds, Series 2021A will be received the morning of on Wednesday, September 22, 2021. Final sale resolution will be prepared subsequent to the bid opening and presented to the Board at Wednesday's meeting. This issue will finance the payments of bonds issued to fund General Obligation Long-Term Facilities Maintenance (LTFM) projects in the summer of 2022. Kelly Smith or a representative from Baker Tilly will attend the board meeting to present the sale information about the 2021A Bonds.

**QUESTIONS:**

For questions please contact Ukee Dozier at 763-504-8037 or [Ukee\\_Dozier@rdale.org](mailto:Ukee_Dozier@rdale.org)

MEMORANDUM

TO: Members of the Robbinsdale Area School Board  
 Mr. David Engstrom, Superintendent  
 Mr. Ukee Dozier, Executive Director of Finance

FROM: Kelly D. Smith, Director  
 Baker Tilly Municipal Advisors, LLC

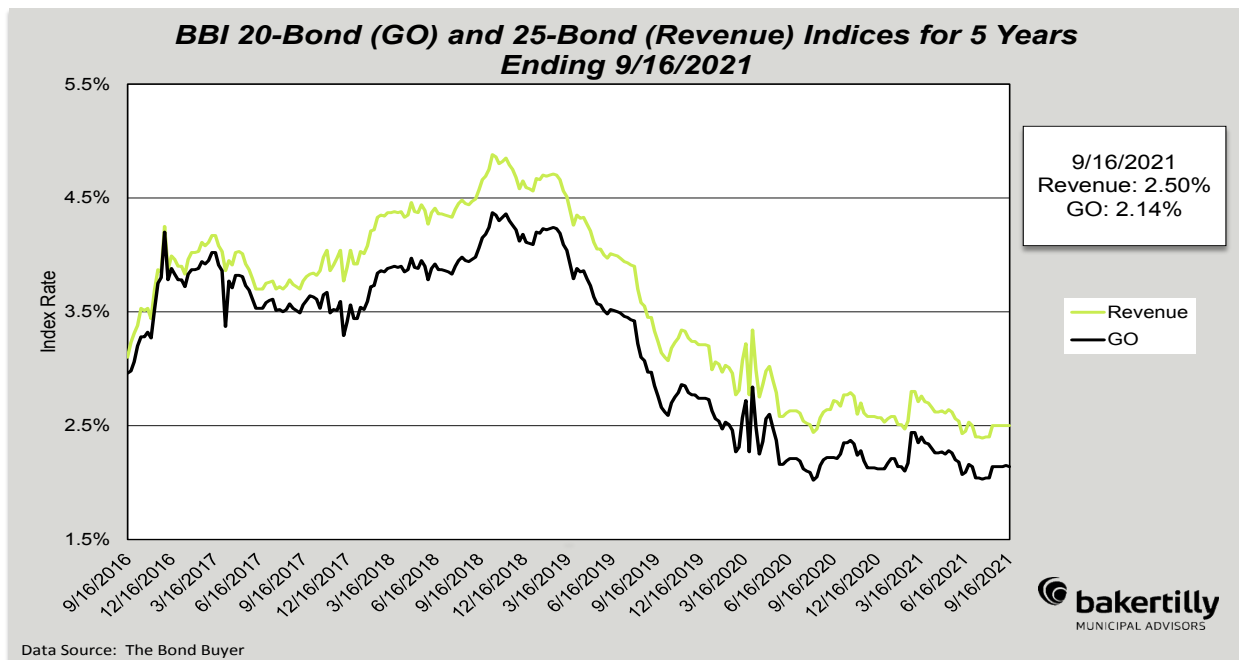
DATE: September 22, 2021

SUBJECT: \$21,200,000 Facilities Maintenance Bonds, Series 2021A

Baker Tilly Municipal Advisors solicited bids on a competitive basis today on behalf of the Robbinsdale Area Public Schools. Proceeds of the Bonds will be used to fund various health & safety projects and maintenance projects across the District’s existing facilities.

**Tax-Exempt Market Rates**

Performance of the tax-exempt market is often measured by the Bond Buyer’s Index (“BBI”) which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.



**Sale Results**

Competitive proposals for the issue were solicited and six (6) bids were received this morning for the 2021A issue. Bids are awarded based on a true interest cost (TIC) basis to reflect the time value of money. B of A Securities submitted the lowest bid for the issue. All six bids were within 0.14% of each other but were slightly above the projected TIC estimate provided in July. A comparison of actual results to the July recommendation is shown below.

	<b>July</b>	<b>Final</b>
<b>2021A GO Facility Maintenance Bonds True Interest Cost</b>	1.774%	1.835%

**Credit Rating**

S & P Global Ratings assigned an underlying rating of A- with a stable outlook and a Minnesota state credit enhanced rating of “AAA” to the District’s current debt issue. The enhanced rating reflects the security by the State of Minnesota’s School District Credit Enhancement Program.

Subject to action by the Board to accept the lowest bid from B of A Securities for this issue, Baker Tilly Municipal Advisors will coordinate the closing with District staff and expect proceeds from this issue to be delivered to the District on October 21, 2021.

I welcome any questions that you may have regarding the sale and congratulate the Robbinsdale Area Public Schools on completion of a successful sale process. On behalf of Baker Tilly Municipal Advisors, I want to thank you for the opportunity to assist the District on this bond issue and look forward to working with you in the future.



**BofA Securities - New York, NY's Bid**  
**Independent School District No. 281 (Robbinsdale Area Schools),**  
**Hennepin County, Minnesota**  
**\$23,585,000 \$21,200,000 General Obligation Facilities**  
**Maintenance Bonds, Series 2021A (Minnesota School District Credit**  
**Enhancement Program)**

For the aggregate principal amount of ~~\$23,585,000.00~~ \$21,200,000.00, we will pay you ~~\$25,574,266.86~~ \$23,297,682.10, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

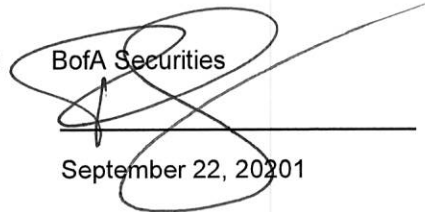
Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
02/01/2023	<del>250M</del>	50M	5.0000	0.1300	106.215	
02/01/2024	<del>645M</del>	505M	5.0000	0.1700	110.975	
02/01/2025	<del>410M</del>	320M	5.0000	0.2500	115.495	
02/01/2026	<del>370M</del>	295M	5.0000	0.4000	119.490	
02/01/2027	<del>1,240M</del>	645M	5.0000	0.5300	123.233	
02/01/2028	<del>1,245M</del>	680M	5.0000	0.7100	126.293	
02/01/2029	<del>1,260M</del>	715M	5.0000	0.8100	129.553	
02/01/2030	<del>1,270M</del>	750M	5.0000	0.9400	132.259	
02/01/2031	<del>1,290M</del>	2,935M	5.0000	1.0400	131.329	
02/01/2032	<del>1,310M</del>	3,080M	3.0000	1.2200	113.973	
02/01/2033	<del>1,325M</del>	1,025M	2.0000	1.5300	103.640	
02/01/2034	<del>1,345M</del>	1,045M	2.0000	1.6700	102.540	
02/01/2035	<del>1,365M</del>	1,070M	2.0000	1.8100	101.453	
02/01/2036	<del>1,395M</del>	1,085M	2.0000	1.8900	100.838	
02/01/2037	<del>1,415M</del>	1,110M	2.0000	1.9500	100.379	
02/01/2038	<del>1,440M</del>	1,135M	2.0000	2.0000	100.000	
02/01/2039	<del>1,470M</del>	1,155M	2.0000	2.0500	99.274	
02/01/2040	<del>1,495M</del>	1,175M	2.0000	2.1200	98.188	
02/01/2041	<del>1,525M</del>	1,200M	2.1250	2.1600	99.449	
02/01/2042	<del>1,550M</del>	1,225M	2.1250	2.2000	98.776	

Total Interest Cost: \$7,575,053.13 7,080,208.68  
Premium: \$1,989,266.86 \$2,097,682.10  
Net Interest Cost: \$5,585,786.27 \$4,982,526.58  
TIC: 1.848273 1.835443  
Total Insurance Premium: \$0.00 \$0.00  
Time Last Bid Received On: 09/22/2021 9:58:57 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BofA Securities, New York, NY  
Contact: Brendan Troy  
Title: Managing Director  
Telephone: 212-449-5081  
Fax: 212-553-2042

Issuer Name: ISD No. 281 (Robbinsdale Area Schools)  
Accepted By: \_\_\_\_\_  
Date: September 22, 2021

Company Name: BofA Securities  
Accepted By:   
Date: September 22, 2021

Extract of Minutes of Meeting  
of the School Board of  
Independent School District No. 281  
(Robbinsdale Area Schools)  
Hennepin County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the School Board of Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota, was duly held at the Education Service Center in the City of New Hope, Minnesota, on Wednesday, September 22, 2021, commencing at 7:00 p.m.

The following directors were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Chair announced that the next order of business was consideration of proposals for the purchase of the District's General Obligation Facilities Maintenance Bonds, Series 2021A, to be issued in the original aggregate principal amount of \$21,200,000.

The District's municipal advisor presented to the Board a tabulation of the proposals received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached hereto.

After due consideration of the proposals, Director \_\_\_\_\_ then introduced the following resolution and moved its adoption:

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2021A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$21,200,000; PROVIDING FOR THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the School Board (the “Board”) of Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota (the “District”), as follows:

Section 1. Sale of Bonds.

1.01. Background.

(a) On July 19, 2021, the District adopted a resolution (the “Intent Resolution”) authorizing the issuance of its General Obligation Facilities Maintenance Bonds, Series 2021A (the “Bonds”), pursuant to Minnesota Statutes, Chapter 475, as amended, and Section 123B.595, as amended (collectively, the “Act”), to finance the costs of long-term deferred maintenance and health and safety projects for code compliance and prevention of further erosion of building components that are beyond their useful life, including roofs, parking lots, boilers, air-handling equipment and controls, chillers, and fire notification systems throughout District facilities (the “Projects”), which are included in the District’s ten (10) year facilities maintenance plan approved by the Commissioner of the Department of Education.

(b) Pursuant to the Intent Resolution, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

1.02. Award to the Purchaser and Interest Rates. The proposal of BofA Securities, New York, New York (the “Purchaser”), to purchase the Bonds of the District described in the Terms of Proposal thereof is found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$23,297,682.10 (par amount of the Bonds of \$21,200,000.00, plus original issue premium of \$2,390,076.30, less original issue discount of \$51,282.30, less underwriter’s discount of \$241,111.90), plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	5.000%	2033	2.000%
2024	5.000	2034	2.000
2025	5.000	2035	2.000
2026	5.000	2036	2.000
2027	5.000	2037	2.000
2028	5.000	2038	2.000
2029	5.000	2039	2.000
2030	5.000	2040	2.000
2031	5.000	2041	2.125
2032	3.000	2042	2.125

True interest cost: 1.8354439%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the District Treasurer in consultation with the District’s municipal advisor. The District Treasurer is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Chair and the District Clerk are directed to execute a contract with the Purchaser on behalf of the District.

1.04. Terms and Principal Amounts of the Bonds. The District will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$21,200,000, originally dated October 21, 2021, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 50,000	2033	\$1,025,000
2024	505,000	2034	1,045,000
2025	320,000	2035	1,070,000
2026	295,000	2036	1,085,000
2027	645,000	2037	1,110,000
2028	680,000	2038	1,135,000
2029	715,000	2039	1,155,000
2030	750,000	2040	1,175,000
2031	2,935,000	2041	1,200,000
2032	3,080,000	2042	1,225,000

1.05. Optional Redemption. The District may elect on February 1, 2030, and any date thereafter to prepay the Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Combined Maturities. The maturity schedule of the Bonds, in combination with the maturity schedules of the District’s other outstanding general obligation bonds, conforms to Section 475.54, subdivision 1 of the Act.

## Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been

paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 in each year, commencing August 1, 2022, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The District will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and the “Paying Agent”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity

date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of the cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The District appoints Zions Bancorporation, National Association, Chicago, Illinois, as the initial Registrar. The Chair and the District Clerk are authorized to execute and deliver, on behalf of the District, a contract with said Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this District, the District Treasurer must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the District Treasurer and will be executed on behalf of the District by the signatures of the Chair and the District Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature will appear on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on a Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the District Treasurer will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The District Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Facilities Maintenance Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of the ad valorem taxes hereinafter levied (the "Taxes") are pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser as determined in accordance with Section 1.03 hereof.

4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Projects and the payment of principal of and interest on the Bonds prior to the completion and payment of all costs of the Projects. When the Projects are completed and the cost thereof paid, the Construction Fund is to be closed and any balance therein is to be deposited in the Debt Service Fund.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is hereby levied a direct annual irrevocable ad valorem tax on all of the taxable property in the District, which is to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as set forth in EXHIBIT C attached hereto.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the District will be and are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the District Treasurer must pay such principal or interest from the general fund of the District, and the general fund will be reimbursed for those advances out of the proceeds of the Taxes levied herein, when collected.

4.05. Certification to Taxpayer Services Division Manager as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due, the principal and interest payments on the Bonds. The tax levy herein provided will be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the District Treasurer may certify to the Taxpayer Services Division Manager of Hennepin County, Minnesota (the "Taxpayer Services Division Manager") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Taxpayer Services Division Manager will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Certificate of Taxpayer Services Division Manager as to Registration. The District Clerk is authorized and directed to file a certified copy of this resolution with the Taxpayer Services Division Manager and to obtain the certificate required by Section 475.63 of the Act.

Section 5.       Authentication of Transcript.

5.01.   District Proceedings and Records. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, may be deemed representations of the District to the facts stated therein.

5.02.   Certification as to Official Statement. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date thereof.

5.03.   Other Certificates. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Chair, the District Clerk, and the District Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the District Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04.   Electronic Signatures. The electronic signature of the Chair, the District Clerk, and/or the District Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6.       Tax Covenant.

6.01.   Tax-Exempt Bonds. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take, or cause its officers, employees or agents to take, all affirmative actions within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02.   Rebate. The District will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 to 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6.04. Procedural Requirements. The District will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the District, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the District Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the District Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds will agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the District will issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and the District Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A**  
**PROPOSALS**



\$23,585,000\*

**Independent School District No. 281 (Robbinsdale Area Schools),  
Hennepin County, Minnesota**

**General Obligation Facilities Maintenance Bonds, Series 2021A**

**S&P MNSDCEP Rating: AAA**

**S&P Underlying Rating: A-**

**Sale Date: September 22, 2021**

**BBI: 2.14%**

**Average Maturity: 12.391 Years**

<u>Bidder</u>	<u>TIC</u>
BofA Securities	1.8482%
Robert W. Baird & Co., Incorporated	1.8715%
Piper Sandler & Co.	1.8918%
Keybank Capital Markets	1.8929%
Wells Fargo Bank, National Association	1.9203%
UBS Financial Services Inc.	1.9824%

<u>Winning Bidder Information</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Reoffering Yield</u>	<u>Reoffering Price</u>
BOFA SECURITIES	2/01/2023	5.00%	0.13%	106.215%
(No Syndicate)	2/01/2024	5.00%	0.17%	110.975%
	2/01/2025	5.00%	0.25%	115.495%
	2/01/2026	5.00%	0.40%	119.490%
	2/01/2027	5.00%	0.53%	123.233%
	2/01/2028	5.00%	0.71%	126.293%
	2/01/2029	5.00%	0.81%	129.553%
	2/01/2030	5.00%	0.94%	132.259%
	2/01/2031	5.00%	1.04%	131.329%
	2/01/2032	3.00%	1.22%	113.973%
	2/01/2033	2.00%	1.53%	103.640%
	2/01/2034	2.00%	1.67%	102.540%
	2/01/2035	2.00%	1.81%	101.453%
	2/01/2036	2.00%	1.89%	100.838%
	2/01/2037	2.00%	1.95%	100.379%
	2/01/2038	2.00%	2.00%	100.000%
	2/01/2039	2.00%	2.05%	99.274%
	2/01/2040	2.00%	2.12%	98.188%
	2/01/2041	2.125%	2.16%	99.449%
	2/01/2042	2.125%	2.20%	98.776%

**Purchase Price: \$25,574,266.86\***

**Net Interest Cost: \$5,585,786.27\***

**TIC: 1.8482%\***

\* Subsequent to bid opening, the par amount decreased to \$21,200,000.00; and the price, net interest cost, and true interest cost have changed to 23,297,682.10, \$4,982,526.58, and 1.8354%, respectively.

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**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_ UNITED STATES OF AMERICA \$ \_\_\_\_\_  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
INDEPENDENT SCHOOL DISTRICT NO. 281  
(ROBBINSDALE AREA SCHOOLS)

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND  
SERIES 2021A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	October 21, 2021	

Registered Owner: Cede & Co.

Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota, a duly organized and existing school district in Minnesota (the "District"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$ \_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Zions Bancorporation, National Association, Chicago, Illinois, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2030, and any date thereafter to prepay the Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$21,200,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board (the "Board") of the District on September 22, 2021 (the "Resolution") for the purpose of providing money to aid in financing certain facilities and site maintenance projects which are included in the District's ten (10) year facilities maintenance plan, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Section 123B.595, as amended, and the principal

hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of the Bonds, and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency in taxes levied, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to guarantee the payment of the principal of and interest on this Bond when due.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and the District Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: October 21, 2021

**INDEPENDENT SCHOOL DISTRICT  
NO. 281 (ROBBINSDALE AREA  
SCHOOLS), HENNEPIN COUNTY,  
MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Chair

\_\_\_\_\_  
(Facsimile)  
District Clerk

\_\_\_\_\_  
**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_  
Custodian \_\_\_\_\_

TEN ENT -- as tenants by entireties

(Cust) \_\_\_\_\_ (Minor)  
under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

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

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

\_\_\_\_\_

Cede & Co.  
Federal ID #13-2555119

\_\_\_\_\_

**EXHIBIT C**

**TAX LEVY SCHEDULE**

<u>YEAR *</u>	<u>TAX LEVY</u>
2022	\$ 944,280.68
2023	1,225,540.31
2024	1,004,777.81
2025	961,727.81
2026	1,313,740.31
2027	1,316,627.81
2028	1,317,677.81
2029	1,316,890.31
2030	3,571,765.31
2031	3,569,927.81
2032	1,315,157.81
2033	1,314,632.81
2034	1,318,937.81
2035	1,312,217.81
2036	1,315,682.81
2037	1,318,622.81
2038	1,315,787.81
2039	1,312,532.81
2040	1,314,107.81
2041	1,313,582.81

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*\* Year tax levy collected.*

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF HENNEPIN    )

I, the undersigned, being the duly qualified and acting District Clerk of Independent School District No. 281 (Robbinsdale Area Schools), Hennepin County, Minnesota (the “District”), hereby certify that I have carefully compared the attached and foregoing extract of minutes of the regular meeting of the School Board of the District held on Wednesday, September 22, 2021, with the original thereof on file in my office, and the same is a full, true, and complete transcript therefrom insofar as the same relates to the issuance and sale of the District’s General Obligation Facilities Maintenance Bonds, Series 2021A, in the original aggregate principal amount of \$21,200,000.

WITNESS My hand officially as such District Clerk this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
District Clerk  
Independent School District No. 281  
(Robbinsdale Area Schools), Hennepin County,  
Minnesota

**BYLAWS  
OF  
ROBBINSDALE AREA SCHOOLS – INDEPENDENT SCHOOL DISTRICT 281  
FINANCIAL ADVISORY COUNCIL**

**ARTICLE I: NAME**

The name of this organization shall be the Robbinsdale Area Schools Financial Advisory Council.

**ARTICLE II: PURPOSE OF THE COUNCIL**

The purpose of the Robbinsdale Area Schools Financial Advisory Council (“Council”) is to provide financial advice and support to the Robbinsdale Area School Board and senior administration that is consistent with the mission of the district. The Council is accountable to the School Board of Robbinsdale Area Schools.

The Robbinsdale Area Schools Financial Advisory Council will review and evaluate the district’s economic conditions and future budget assumptions. The Council will utilize the district’s financial planning model to review revenue and expenditure projections for future budget years. The Council may also make recommendations to the Robbinsdale Area School Board on future budget targets and assumptions. The Council will use the district’s equity policy to inform its advice to the Executive Director of Finance and the Robbinsdale Area School Board.

The Robbinsdale Area Schools Financial Advisory Council shall also support the Executive Director of Finance and the Robbinsdale Area School Board in creating and developing consumer-oriented presentations regarding the district’s finances. Upon approval of the School Board, the Council may present information to the community.

**ARTICLE III: POLICIES**

- A. The Robbinsdale Area Schools Financial Advisory Council shall be nondiscriminatory in regard to race, color, family status, creed, religion, national origin or gender. The Council shall be noncommercial and nonpartisan. Attempts will be made to have the Council membership reflect the demographic profile in the Robbinsdale Area School District.
- B. All Council reports, findings, and recommendations will be available to the public.
- C. The Robbinsdale Area Schools Financial Advisory Council will work within state and federal statutes, school district statutes, School District policy and accepted financial practices.

## **ARTICLE IV: MEMBERSHIP**

The Robbinsdale Area Schools Financial Advisory Council shall consist of:

- Seven residents of the communities serviced by the Robbinsdale Area School Board
- Treasurer of the Robbinsdale Area School Board
- Executive Director of Finance

The Robbinsdale Area School Board shall solicit applications from District residents to be appointed to serve on the Robbinsdale Area Schools Financial Advisory Council.

- A. The preferred qualifications for Applicants include:
- a. A strong background in finance, economics, or accounting
  - b. Experience in business and financial matters
  - c. Experience in school finance
  - d. Ability to declare no conflicts of interest

The Executive Director of Finance will be available to help potential applicants assess their qualifications.

- B. Members of the Robbinsdale Area Schools Financial Advisory Council will be appointed to the Council by majority vote of the Robbinsdale Area School Board.
- C. Members of the Robbinsdale Area Schools Financial Advisory Council will be appointed at the first meeting of the Robbinsdale Area School Board in June; all appointments, regardless of when they are made during the school year, are retroactive to June of that year.
- D. For each new fiscal year, the prior year's Chair or the Executive Director of Finance will convene the first meeting of the Robbinsdale Area Schools Financial Advisory Council. The Council will appoint a Member of the Council to serve as Chair for that fiscal year. Any mid-term vacancy will be filled at the discretion of the School Board.
- E. Members of the Robbinsdale Area Schools Financial Advisory Council shall serve a term of three years; the Council will determine how the terms will be staggered to support continuity on the Council.
- F. Any member missing two Robbinsdale Area Schools Financial Advisory Council meetings within a school year will be contacted by the Executive Director of Finance to discuss the expected commitment of the member to the Council. In the event that a member resigns from the Council, the application and appointment process noted above will be followed.
- G. The School Board may, by majority vote, remove any appointee at any time, with or without cause, each by a separate motion.

## **ARTICLE V: MEETINGS**

- A. The Robbinsdale Area Schools Financial Advisory Council shall meet a minimum of four times a year. The Executive Director of Finance will work with the Council to determine meeting dates, according to the school calendar.
- B. Special meetings of the Financial Advisory Council may be called at the discretion of the Chair, in conjunction with the Executive Director of Finance, or, by a majority of the members of the Robbinsdale Area Schools Financial Advisory Council.
- C. Written notice of each meeting of the Financial Advisory Council shall be delivered to each member of the Council prior to such meeting. Subject to each Council member's consent, notice may be delivered electronically.
- D. All meetings of the Robbinsdale Area Schools Financial Advisory Council shall be open to the public.
- E. Meetings will include, but not be limited to, the analysis of financial information and the development of recommendations for long-term financial planning.
- F. The Robbinsdale Area Schools Financial Advisory Council will strive to reach consensus on recommendations that will be made to the Robbinsdale Area School Board.
- G. In the event that unanimous consensus cannot be achieved, the matter may be put to a vote. All members of the Council are voting members. A quorum of members present is required for a vote to proceed. A quorum is more than half of the Council's membership.
- H. Minutes of all meetings shall be prepared by the Chair or designee of the Chair and filed with the Executive Director of Finance and forwarded to all members of the Robbinsdale Area Schools Financial Advisory Council.

## **ARTICLE VI: EXPECTATIONS**

- A. The Executive Director of Finance, in consultation with the Chair, will provide agendas for meetings with input from other Members of the Council.
- B. Members of the Robbinsdale Area Schools Financial Advisory Council will prepare for each meeting by reviewing agenda materials.
- C. Members of the Robbinsdale Area Schools Financial Advisory Council are expected to develop an understanding of the district's educational programs and budgetary and regulatory constraints.
- D. Members of the Robbinsdale Area Schools Financial Advisory Council are expected to contact the Executive Director of Finance if unable to attend a meeting.
- E. At no time shall confidential Robbinsdale Area School District information or personal information be given to or acted upon by the Robbinsdale Area Schools Financial Advisory

Council.

- F. The Robbinsdale Area Schools Financial Advisory Council shall not make unsubstantiated, subjective judgments or recommendations. In the course of their duties, the Executive Director of Finance and School Board Treasurer are free to use the findings of the Council.
- G. Information regarding the Robbinsdale Area Schools Financial Advisory Council's analysis of financial information and development of recommendations for long-term fiscal planning will be presented to the School Board in time for budget planning.
- H. An annual summary of the recommendations from the Robbinsdale Area Schools Financial Advisory Council will be distributed by the Finance Department and posted on the district's website.

#### **ARTICLE VII: MEMBER INSERVICE**

- A. An overview of the Robbinsdale Area Schools Financial Advisory Council responsibilities and accomplishments will be presented annually to the School Board (usually June of each year).

#### **ARTICLE VIII: AMENDMENT**

- A. These bylaws may be altered, amended, or repealed, and additional bylaws adopted, by the affirmative vote of a majority of the members present at any meeting of the Council at which a quorum is present, and any such proposed changes will be forwarded for approval to the School Board.

*September 2021*

Individual focus. Infinite potential.

## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Operations

**ITEM:** 5.E. Appointment of School Board Director

**COMMENTS BY:** David Boone, Board Chair

**Recommended Action:** Appoint the nominated School Board Director.

### Approve the Appointment of School Board Director nominee:

September 22, 2021

	Yes	No	Abstention
Helen Bassett			
David Boone			
Greta Evans-Becker			
Michael Herring			
Pam Lindberg			
Sam Sant			
John Vento			

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2022; and

WHEREAS, the vacancy occurred less than ninety (90) days prior to the first Tuesday after the first Monday in November of the third year of the vacant term;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 281, State of Minnesota, as follows:

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Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, **Sharon Brooks Green** is hereby appointed to fill the vacancy and to serve the remainder of the unexpired term and until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Consent Agenda  
**ITEM:** 6. Approval of Consent Agenda  
**COMMENTS BY:** David Boone, Chair

Consent Agenda items are considered routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which the item will be removed as a Consent Agenda item and addressed. Consent Agenda items including administrative, personnel matters and financial matters.

**Recommended Action:** Approve the Consent Agenda items.

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### Approval of Consent Agenda – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

# Minutes of Business Meeting

## The School Board of Robbinsdale Area Schools

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*Approved \*\*\**

A Business Meeting of the School Board of Robbinsdale Area Schools was held Wednesday, September 8, 2021, beginning at 6:00 p.m. A recording of the meeting can be found at <https://rdale.org/discover/school-board>, School Board Meeting Webcasts tab.

### **Call to Order and Roll Call**

Chair Boone called the meeting to order at 6:00 p.m. Directors present: David Boone, Helen Bassett, Greta Evans-Becker, Sam Sant, and John Vento; and David Engstrom, Superintendent. Director(s) absent: Director Herring. There was a quorum; meeting was called to order.

### **Acceptance of the Agenda**

MOTION: Director Vento moved approval of the agenda and Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Bassett, Evans-Becker, Sant, and Vento. And the following voted against the same: none. Motion passed.

### **Sharing the Success**

Assistant Superintendent Voight shared an update on the first day of school, with a presentation of photographs from around the district.

### **Superintendent's Report**

Superintendent Engstrom provide a report regarding the Class of 2034 Ice Cream Social at Northwood Park, making it to 19 of the 20 district back to school open houses, the first day of school and an update on our transportation situation.

### **Consent Agenda**

Consent Agenda items are considered routine in nature and include administrative, personnel matters and financial matters. MOTION: Director Vento moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Bassett, Evans-Becker, Sant, and Vento. And the following voted against the same: none. Motion passed.

### **Announcements**

September 8, 2021 Announcements can be found in the Boardbook agenda packet.

### **Adjournment of the Business Meeting**

MOTION: Director Bassett moved approval of the agenda and Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Bassett, Evans-Becker, Sant, and Vento. And the following voted against the same: none. Motion passed. Meeting was adjourned.

Prepared and submitted by:

Molly Olson

Assistant Clerk, Robbinsdale Area Schools

Executive Assistant to the Superintendent and School Board

Signed: \_\_\_\_\_  
School Board Clerk

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

# Minutes of Work Session The School Board of Robbinsdale Area Schools

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*\*\*Reviewed September 22, 2021*

A Work Session of the School Board of Robbinsdale Area Schools was held Wednesday, September 8, 2021. *Complete agendas, reports, and presentations are available at the office and [on our website](#). **Work session summary minutes are not approved by the School Board.***

Director(s) present: David Boone, Helen Bassett, Greta Evans-Becker, Sam Sant, and John Vento; and David Engstrom, Superintendent. Director(s) absent: Pam Lindberg.

## **Financial Advisory Council (FAC) Report and Conversation with the Board**

The School Board had an opportunity to hear a presentation and discuss the FAC Annual Report for the 2020-2021 school year with members of the FAC committee.

## **FAC By-Law Discussion**

The School Board discussed the proposed FAC By-Law revisions with the FAC members present.

## **System Accountability Committee (SAC)**

Carla Nolan, Matt Pletcher and Marti Voight did a presentation regarding the reinstatement of the district SAC Committee, and followed up with time for questions and discussion.

## **Secondary Schools Capacity Study**

Jeff Connell and Jennifer Anderson-Tuttle from LSE Architects provided a presentation of the secondary schools capacity study, and followed up with time for questions and discussion.

## **Everside Health Clinic**

Amy O'Hern let the Board know about the reopening of our district health clinic now provided by Everside, with time for questions and discussion.

## **School Board Director Applicant Interview Procedure/Discussion**

Director Boone led a discussion in an effort to determine the next steps in appointing a Board Director from the applicants received. Review of the applicants' scores helped determine four applicants would be interviewed on Wednesday, September 15, 2021 - with nomination of the new Board Director to follow at the Regular meeting on Monday, September 22, 2021.

## **Other**

Superintendent Engstrom and Jeff Connell provided a brief update regarding the district transportation situation, with time for questions and discussion.

Prepared and submitted by:

Molly Olson  
Assistant Clerk, Robbinsdale Area Schools  
Executive Assistant to the Superintendent and School Board

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

*Adopted: August 27, 2021*

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

A. “Covered active duty” means:

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

B. “Covered service member” means:

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

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her

Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember, who is a current member of the Armed Forces, status of a member of the Armed Forces assigned to:
  - 1. a military medical treatment facility as an outpatient; or
  - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - 2. to attend military events and related activities of a covered military member;
  - 3. to address issues related to childcare and school activities of a covered military member's child;
  - 4. to address financial and legal arrangements for a covered military member;
  - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member; and
  8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. “Veteran” has the meaning given in 38 U.S.C. § 101.

#### **IV. LEAVE ENTITLEMENT**

##### **A. Twelve-week Leave Under Federal Law**

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

- a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - b. in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
    - (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
    - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
    - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; or because of the employee's own serious health condition or pursuant to Paragraph IV.A.1.e.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based

on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the ~~school~~ school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Service member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10, IV.A.12, IV.A.13, and IV.A.14. above shall apply to leaves under this section.

**V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## **VI. OTHER**

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

## **VII. DISSEMINATION OF POLICY**

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

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

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

## **413 HARASSMENT AND VIOLENCE**

*Adopted: August 27, 2021*

### **I. PURPOSE**

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

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

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

creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### III. DEFINITIONS

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

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

substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

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

G. Sexual Violence; Definition

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

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon

another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

#### IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make

reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Executive Director of Human Resources 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

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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.

may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

## **V. INVESTIGATION**

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

## **VI. SCHOOL DISTRICT ACTION**

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

## **VII. RETALIATION OR REPRISAL**

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

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

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

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

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

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

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

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (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 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
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 528 (Student Parental, Family, and Marital Status Nondiscrimination)

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

***[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]***

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

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

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
  - 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  - 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
  - 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  - 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  - 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
  - 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
  - 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or

8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

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

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon,

as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

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

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

***[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]***

## **V. INVESTIGATION**

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

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

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

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

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

## VIII. DISSEMINATION OF POLICY AND TRAINING

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

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## 506 STUDENT DISCIPLINE

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

### I. PURPOSE

Robbinsdale Area Schools recognizes that appropriate school behavior/choice is critical to academic success and sustaining a safe and caring learning community. It is also the intention of this policy to ensure a safe and orderly learning environment for all students and a safe working environment for staff.

Effective teaching of school appropriate behavior is the responsibility of the adults in every school. Effective school discipline includes the establishment of high standards or behavior/choices, school cultures of respect and acceptance, instruction in appropriate behavior/choices, time for students to learn appropriate behavior/choices, and proportionate consequences for failure to meet behavioral expectations. Students share in the responsibility to uphold and respect the high standards of school behavior/choices that contribute to the ability of all to learn.

Effective discipline maximizes the amount of student and staff time and attention spent on teaching and learning and minimizes the amount of student and staff time and attention directed toward behavior that disrupts the learning process. The District looks to parents/guardians and families to partner in the teaching, learning and supporting of appropriate school behavior/choice to maximize the academic success of our students.

Effective discipline considers the age and development of the student in framing the instruction in appropriate behavior and the consequences for misbehavior. Effective discipline is educational, not punitive. Effective discipline includes building relationships, repair of harm and restoring relationships and restorative practices to re-engage students in the learning community.

The discipline policy is adopted in accordance with and subject to the [Minnesota Pupil Fair Dismissal Act](#), **Minn. Stat. §§ 121A.40-121A.56.**

### II. GENERAL STATEMENT OF POLICY

- A. All district staff are committed to teaching all students and to ensuring that students' learning is not disturbed by the significant disruptive or dangerous behavior of others.
- B. All district staff are committed to taking actions to provide a safe learning environment for all students and a safe working environment for all staff.
- C. All district staff are committed to establishing and engaging in relationships with parents/guardians, other public agencies and community resources to ensure support for the social and emotional needs of all students.

### **III. DISTRICTWIDE RESPONSIBILITIES**

- A. Every school shall establish a Schoolwide and Classroom Behavior Plan identifying and teaching behavior expectations and identified responses within the requirements of this policy and directives from the Superintendent.
- B. Every classroom will establish and teach behavior expectations within the district's policy, the Superintendent's directives and the school's behavior plan with participation from the students in the classroom.
- C. Every school employee will demonstrate high standards of behavior, modeling appropriate actions and response to student behaviors.
- D. Every school will examine its discipline data to ensure that responses to student behavior do not show evidence of bias or discriminatory behavior. Statistical data alone will not establish bias or discrimination. Schools shall also use behavior data to identify and provide additional training to staff and students; and to provide effective interventions for students to improve student outcomes.
- E. Individual needs shall be considered in determining the appropriate response to behavior that does not meet school standards.
- F. All students are subject to the terms of this discipline policy. Students with disabilities are entitled to the procedural protection of Section XI.
- G. Students, Staff, and Parents/Guardians will receive annual notice of the Student Handbook: Rights and Responsibilities and Superintendent's regulations supporting it.
- H. Students, Staff, and Parent/Guardians shall receive annual notice of the school behavior expectations established by individual schools.

### **IV. 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 principal shall give direction and support to all school personnel performing their duties within the framework of this policy. Principals are responsible for leading the collaborative development of the schoolwide and classroom rule/plans, implementation of restorative practices; assuring that annual notices are given to students, parents/guardians and staff; developing and sustaining partnerships with identified community resources; leading the review of school behavior data

to identify training needs with a view toward improving student outcomes through the lens of equity; and reviewing behavior data monthly in your building with leadership teams and other district leadership no less than quarterly. A principal may use reasonable force when it is necessary under the circumstance to correct or restrain a student or prevent serious bodily harm or death to another.

D. Teachers. Teachers are responsible for leading the development of a positive teaching/learning environment and the classroom behavior and procedures; assuring that all students are taught the expected school behavior in their classroom and school; participating in identifying students that would benefit from the additional support from school and community resources; participating in implementation of the school behavior/classroom plans and restorative practices; participating in data review, necessary training, and analysis of behavior data to improve student outcomes; and enforcing the Student Handbook: Rights and Responsibilities. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

E. Other School District Personnel. Other school district personnel are responsible for implementing the district/building school behavior standards, participating in data review as directed by the principal or site administrator, and attending necessary training to improve student outcomes. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

F. Parents or Legal Guardians. Parents and guardians are responsible to partner with their student's schools to implement the school behavior standards and school and classroom rules to improve their student's outcomes. Parents/guardians shall review the Student Handbook: Rights and Responsibilities and will help their student learn the behavior stands of their schools and classrooms. 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 Student Handbook: Rights and Responsibilities and the policy. Students will learn and meet the behavior expectations of this district, their school and their classrooms; will take personal responsibility for their behavior as they are able, and work to to improve the relationships they have with their peers, their teachers and with other school staff; will know and be responsible for meeting the expectations set forth in the Student Handbook: Rights and Responsibilities.

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.

## **V. DISCIPLINARY ACTION OPTIONS A. GENERAL STATEMENT OF PROCEDURE**

1. All responses to inappropriate student behavior shall include elements of progressive discipline and elements of teaching or reteaching appropriate school behavior; or provide opportunities to repair harm to relationships affected by the student behavior. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe

disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district.

2. Students will remain in their instructional setting unless the disruption to the educational environment can only be remedied by a referral/removal out of the classroom, or the referral/removal out of the classroom is required by law. These alternatives to removal may include but are not limited to:
  - a. reminders of school or classroom rules and behavioral expectations
  - b. redirection of behaviors
  - c. modification of instruction
  - d. teaching and practicing replacement skills
  - e. re-teaching expectations and skills
  - f. student-teacher conferences
  - g. self-charting of behaviors
  - h. role play
  - i. small group instruction or lessons on anger management, conflict, resolution, bus safety, etc.
  - j. parent/guardian notification
  - k. referral to student support staff
  - l. collaborative conversation with building and district level administration
  - m. consultation with school subject matter experts, and
  - n. creation of behavior plan
  
3. School personnel dealing with violations of the Student Handbook: Rights and Responsibilities by students with disabilities will be consistent with due process requirements:
  - a. Assure that no discipline will be applied to a student with a disability greater than would be applied to a student who is not disabled.
  - b. To the maximum extent possible, hold the student to the same standards of conduct as other students, unless the IEP provides for an accommodation consistent with the student's settings.
  - c. Seek to provide supports to the student and the student's classroom teacher so that the student can function effectively in that setting, and where that is not possible, explore whether a change in setting is appropriate.
  - d. Take effective measures to provide support to the classroom teacher to maintain appropriate classroom management, and where necessary take measures to adjust the setting.
  - e. Provide a prompt and meaningful avenue for the classroom teacher to address classroom management concerns and seek additional support.
  
4. Opportunities for students to repair relationships affected or harmed by their behavior shall be provided. Restorative Practices may include, but are not limited to:
  - a. conversations
  - b. restorative circles
  - c. school based services
  - d. peer mediation
  - e. reflection process
  - f. neutral party mediations

- g. family group conferences
  - h. restitution for property incidents
5. 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.
  6. Rules governing student conduct and responses for infractions of such rules are established as indicated in the Student Handbook: Rights and Responsibilities.

## VI. REMOVAL OF STUDENTS FROM CLASS

### A. Removal

The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of managing disruptive student behavior by explicitly teaching behavioral expectations; maximizing academic engagement and success; and by responding to disruptive behavior through means such as conferring with the student, implementing proactive behavioral supports, and/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 may contact building administration for additional support and remove student from the classroom according to school procedures.

"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 *Student Handbook: Rights and Responsibilities*, in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

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

class shall be for a period of time deemed appropriate by the principal, when appropriate in consultation with the teacher.

B. When an incident occurs that necessitates removal from class the teacher will contact the administrator/administrative designee. Upon removal, the administrator/administrative designee will meet with the student. The administrator may refer the student to a student support room. If the student has an IEP, the administration/administrative designee will notify the IEP manager.

C. The administrator/administrative designee will work with the student and teacher to determine when the student transitions back to class.

D. The Multi-Tiered System of Support is the District's support process designed to maximize student achievement through the alignment of various supports that exist within Robbinsdale Area Schools. The MTSS team in each building makes referrals for special education when interventions are completed.

E. When students with disabilities are dismissed or removed from class, the IEP case manager will be notified. The IEP case manager and relevant team members will consider the adequacy of the IEP, the need for additional assessment when there is a pattern of removals or significant behavior issues.

## VII. 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.

A dismissal for one school day or less is a day of suspension if the child with a disability does not receive regular or special education instruction during the dismissal period. **The notice requirements under section 121.A.46 do not apply to a dismissal of one day or less, unless the day counts as a day of suspension for a special education student.**

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

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

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

C. If a student's total days of dismissal/suspension from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempt 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/guardian. The purpose of this meeting is to attempt to determine the need for a referral to the Multi-Tiered System of Support (MTSS) building team.

#### D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent/superintendent designee with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days

after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40- 121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. The notice will be sent electronically and/or by mail.
10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

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

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or

expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

## **VIII. READMISSION AFTER DISMISSAL**

- A. Prior to the return of a student assigned an out of school dismissal (excluded or expelled) from instruction to the student's regular class attendance, the principal shall require the student's attendance at an informal administrative conference prior to the return to classes. Such conferences shall be notified to the parent/guardian of the student, who are encouraged to attend the conference.
- B. The principal shall prepare a readmission plan at the time of each out of school removal from instruction. The proposed plan may include:
  1. Procedure for the student's return to school and class;
  2. Provision for an alternative program, which may include, but is not limited to:
    - a. makeup school work;
    - b. assigned homework;
    - c. changes in assigned courses or classroom;
    - d. changes in student's schedules;
    - e. provision of student support services;
    - f. provisions of information concerning mental health or other community supports
    - g. collaborative conversation including district level administration
    - h. reassignment to a different educational setting.
- C. The proposed readmission plan may be amended upon agreement between administration, the student, and the parent/guardian.
- D. If the district proposes reassignment to a different education setting, administration shall follow district procedures for reassignment, and the due process rights of the student shall be observed.
- E. The informal administrative readmission conference may be held by telephone or at an off-campus site if necessary to meet the needs of the student.

## **IX. NOTIFICATION OF POLICY VIOLATIONS**

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

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the

student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

## **X. STUDENT DISCIPLINE RECORDS**

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

## **XI. DISABLED STUDENTS**

Students who are currently identified as eligible under the Individuals with Disabilities Education Act (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.

When a student with a disability is dismissed for more than ten (10) days in a school year, is being considered for a 45-day unilateral placement, or 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. Such a meeting must be held within ten (10) days of the school district's decision to remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student.

If the 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.

IDEA has three categories of exceptions where, regardless of whether the behavior is a manifestation of the student's disability; a district may remove the student to an alternative setting for not more than forty-five (45) school days.

The exceptions apply if the student:

1. Carries a weapon to or possess a weapon at school, on school premises, or to or at a school function under the jurisdiction of the District;
2. Knowingly possesses or uses illegal drugs, or sells or solicit the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the District; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the District.

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.

## **XII. OPEN ENROLLED STUDENTS**

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

## **XIII. 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 and is posted electronically on the district website.

## **XIV. REVIEW OF POLICY**

District and building administration, 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.

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### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)

Minn. Stat. § 121A.26 (School Pre-assessment Teams)

Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act) Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)

Minn. Stat. § 121A.582 (Reasonable Force)

Minn. Stat. §§ 121A.60-121A.61 (Removal from Class) Minn. Stat. § 122A.42 (General Control of Schools)

Minn. Stat. § 123A.05 (Area Learning Center Organization)

Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Stat. § 124D.08 (Enrollment in Nonresident District)

Minn. Stat. Ch.125A (Students with Disabilities)

Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

Minn. Stat. Ch. 260A (Truancy)

Minn. Stat. Ch. 260C (Juvenile Court Act) 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities

Education Improvement Act of 2004) 29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504) 34

C.F.R. § 300.530(e)(1) (Manifestation Determination)

### **Cross References:**

MSBA/MASA Model Policy 413 (Harassment and Violence)

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 Non-school Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

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

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

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, school district property, at school-related functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying, but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

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

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

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

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

### III. DEFINITIONS

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

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

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

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts students’ learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property, or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph of the MHRA.
- E. "On school premises, on school district property, at school-related functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
  - F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
  - G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
  - H. "Student" means a student enrolled in a public school or a charter school.

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

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to the Executive Director of Schools and Student Services or the Executive Director of Human Resources. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Executive Director of Schools and Student Services or the Executive Director of Human Resources by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct who have been involved in a reported and confirmed incident of the remedial or disciplinary action taken, to the extent permitted by law.

- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

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

## **VII. TRAINING AND EDUCATION**

- A. The school district shall annually provide information, discuss this policy with school personnel and volunteers, and provide appropriate training to school district staff regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional learning, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional learning includes, but is not limited to the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable programs and initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

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

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

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## **VIII. NOTICE**

- A. This policy shall appear in the student handbook. The school district will give annual notice of this policy to students, parents or guardians, and staff.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**Cross References:** Policy 403AP (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 413 (Harassment and Violence)  
Policy 414AP (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Policy 415AP (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Policy 423 (Employee-Student Relationships)  
Policy 501 (School Weapons Policy)  
Policy 507AP (Corporal Punishment)  
Policy 515 (Protection and Privacy of Pupil Records)  
Policy 521 (Student Disability Nondiscrimination)  
Policy 522 (Student Gender or Sexual Orientation Nondiscrimination)  
Policy 524 (Internet Acceptable Use and Safety Policy)  
Policy 525AP (Violence Prevention)  
Policy 526 (Hazing Prohibition)  
Policy 529AP (Staff Notification of Violent Behavior by Students)  
Policy 709 (Student Transportation Safety Policy)  
Policy 711AP (Video Recording on School Buses)  
Policy 712AP (Video Surveillance Other Than on Buses)  
Student Behavior Handbook: Rights and Responsibilities

## 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:

**Amy O'Hern, Executive Director of Human Resources**  
[amy\\_ohern@rdale.org](mailto:amy_ohern@rdale.org) | 763-504-8014

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 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- 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 Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- 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.

**\*\* See page 522- 17 for contact information. \*\***

### III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

#### A. Equitable Treatment

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

#### B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all

relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

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

- D. Confidentiality

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

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

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

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

- F. Notice

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

G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

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

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

**K. Potential Remedies and Disciplinary Sanctions**

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model 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 of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

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

**Robbinsdale Area Schools Contacts:**

**Title IX Coordinator and Facilitator of Informal Resolution Processes:**

Amy O’Hern, Executive Director of Human Resources

[Amy\\_ohern@rdale.org](mailto:Amy_ohern@rdale.org) | 763-504-8014

**Investigators:**

District and Building Administrators

**Decision-maker:**

Dr. Meghan Hickey, Director of Student Services

[Meghan\\_hickey@rdale.org](mailto:Meghan_hickey@rdale.org) | 763-504-8082

**Appellate Decision-maker:**

Marti Voight, Assistant Superintendent

[Marti\\_voight@rdale.org](mailto:Marti_voight@rdale.org) | 763-504-8070

## 522.1 AP GENDER IDENTITY

### I. PURPOSE

Our efforts in this district in addressing safety and bullying should be in compliance with the expectations embedded in the Minnesota Safe and Supportive Schools Act.

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and on the basis of sex and sexual orientation pursuant to the Minnesota Human Rights Act. Under Title IX, sex includes failure to conform to sex-based stereotypes. Under the Minnesota Human Rights Act, sexual orientation includes gender identity and gender expression. The purpose of this administrative procedure is to assist administrators and district staff in providing a safe, secure and dignified educational and work atmosphere for all students and staff. Please review this guidance in preparation for future situations that may arise involving transgender and gender diverse students and staff and refer back to it when needed. If issues arise that are not addressed within this administrative procedure or more information and support is desired, please contact the superintendent or superintendent designee for assistance.

### II. GENERAL STATEMENT

A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex or sexual orientation. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex or sexual orientation.

B. It is the responsibility of every school district employee to comply with this administrative procedure.

C. The school board has designated the Executive Director of Human Resources as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

### III. DEFINITIONS

- A. Gender: Our body, identity and social gender (how we present our gender in the world and how individuals, society, culture, and community perceive, interact with, and try to shape our gender) are three distinct, but interrelated, components that comprise a person's experience of gender. Each of these dimensions can vary greatly across a range of possibilities. A person's comfort in their gender is related to the degree to which these three dimensions feel incongruence.<sup>1</sup>
- B. Gender Identity: Our deeply held, internal sense of self as masculine, feminine, a blend of both, neither, or something else. Identity also includes the name we use to convey our gender. Gender identity can correspond to, or differ from the sex we are assigned at birth.

- C. Gender Expression: How an individual expresses or shows their gender to the world around them. This is our “public” gender. How we present our gender in the world and how society, culture, community, and family perceive, interact with, and try to shape our gender. Gender expression is also related to gender roles and how society uses those roles to try to enforce conformity to current gender norms.<sup>1</sup>
- D. Transgender: Sometimes this term is used broadly as an umbrella term to describe anyone whose gender identity differs from their assigned sex. It can also be used more narrowly as a gender identity that reflects a binary gender identity that is “opposite” or “across from” the sex they were assigned at birth.
- E. Gender Non-Conforming: Denoting or relating to a person whose behavior or appearance does not conform to prevailing cultural and social expectations about what is appropriate to their sex.<sup>2</sup>

#### **IV. SAFETY AND BULLYING**

Address bullying and name-calling consistently and equitably. This includes name-calling and bullying based on gender stereotypes. Address claims of discrimination or harassment based on the person’s gender identity as one would all other types of claims.

#### **V. NAMES AND PRONOUNS**

A "preferred gender pronoun" is the pronoun a person chooses to use for oneself.

Examples of pronouns:

- A. She, her, hers
- B. He, him, his
- C. They, them, theirs
- D. Xe (“zee”), xir (“zeer”), xirs (“zeers”)

This is not a comprehensive list and students and staff should be allowed to identify their preferred pronouns.

Procedure: Refer to all students and staff by their preferred name and preferred gender pronouns whenever possible. A student’s record may also be amended if they can supply documentation of a legal name change.

#### **VI. FACILITIES**

The district will work to provide options-based universal access to facilities, based on need. This is considered a best practice for all students as it allows equitable access for all.

- A. BATHROOMS:  
Provide students and staff with access to restrooms that correspond to the gender identity the student or staff consistently asserts at school and make accessible a single-stall gender-neutral restroom that is available to all students and staff and required of none.
- B. LOCKER ROOMS:  
Provide students with access to a locker room that corresponds to the gender identity the student consistently asserts at school. Alternate changing facilities are available to all students and required of none. Schools will work with students to make reasonable accommodations based on individual situations. For example, the person could be given access to a single stall

gender non-specific or staff restroom, use of the Physical Education Office facility, or a private room for changing purposes.

## VII. GENDERED ACTIVITIES

Avoid using gender as a characteristic for divisions whenever possible. When groups are separated by gender, allow students to self-select the group in which they would feel most comfortable.

## VIII. FORMS, STUDENT RECORDS, AND STUDENT DATABASE

The district is committed to updating forms and records to allow for students and families to report preferred name in addition to legal name and gender identity (male, female or non-binary) in addition to sex assigned at birth.

A student's preferred name can be entered into the student database system as a nickname upon student request. A student's preferred pronoun can also be noted in the student database system upon student request in the comments section. With parent permission, a ghost page can be created with the student's preferred name and gender pronoun. Diplomas and state testing materials will reflect the student's legal name.

## IX. PRIVACY

School staff will be mindful of and uphold the right to privacy of our transgender and gender non-conforming students. Information will be shared with school staff about a specific student on a need-to-know basis. The student's well-being will be at the center of all decisions.

## X. DISSEMINATION OF ADMINISTRATIVE PROCEDURE AND EVALUATION

A. This administrative procedure shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.

B. The school district shall review this administrative procedure and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act) 20 U.S.C. §§ 1681-1688  
(Title IX of the Education Amendments of 1972) 34 C.F.R. Part 106  
(Implementing Regulations of Title IX)

<sup>1</sup>Understanding Gender. *Gender Spectrum*. Retrieved October 24th, 2019, from <https://www.genderspectrum.org/quick-links/understanding-gender/>

<sup>2</sup>The Language of Gender. *Gender Spectrum*. Retrieved October 24th, 2019, from <https://www.genderspectrum.org/the-language-of-gender/>

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

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

### **I. PURPOSE**

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

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

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

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

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

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

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

### **V. UNACCEPTABLE USES**

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
  - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
  - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
  - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
  - d. information or materials that could cause damage or danger of disruption to the educational process;
  - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message. ***[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the***

*following clarifying paragraphs.]*

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
  - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
    - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
    - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.
    - (3) In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.
  - c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
  8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
  9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
  11. Employees shall not remove equipment from the district for personal use. They may, however, use equipment off-premise to conduct work for the school district or activities consistent with the mission of the school district and district policies, and agree that they will:
    - a. report the use with the school principal, district administrator or their designee;
    - b. assume responsibility for the equipment while in their possession. If the equipment is lost, stolen or rendered worthless due to their negligence, the employee may be required to reimburse the district the full replacement value of the equipment.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

## **VI. FILTER**

Under the Children's Internet Protection Act (CIPA), school districts are required to restrict minors' access to internet-based materials. The district has licensed a commercial internet filtering package that meets or exceeds the CIPA requirement for student protection.

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
1. Obscene;

2. Child pornography; or
  3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

## **VII. USE OF SOCIAL MEDIA**

The District recognizes the importance of online social media as a communication and e-learning tool. Toward that end, the District provides social media tools and District-approved technologies to promote and enhance collaborative learning and communication.

- A. The use of social media is subject to all provisions in the Network/Internet Acceptable Use and Safety Policy.
- B. Public social media networks outside of those sponsored by the District may not be used for classroom instruction without prior authorization of the Executive Director of Technology.
- C. The line between professional and personal relationships is often blurred within the context of social media. When employees choose to join or engage with District students, families or fellow employees in a social media context that exists outside those approved by the District, they must maintain their professionalism as District employees and will take responsibility for addressing inappropriate behavior or activity on these networks including requirements for mandatory reporting.
- D. The District may use social media to effectively communicate with the general public.

## **VIII. USE OF PERSONAL DEVICES TO ACCESS SCHOOL DISTRICT RESOURCES**

The District provides the opportunity for students and staff to bring personal electronic devices to school in order to access school network resources for use consistent with the District's mission and policies. Usage is subject to the following:

- A. The use of personal electronic devices to access school network resources is subject to all provisions in the Network/Internet Acceptable Use and Safety Policy.
- B. The use of personal electronic devices to access school network resources must support instructional or professional activities. Students must use personal electronic devices in accordance with their teacher's instruction.
- C. The District will not accept responsibility for personal electronic devices on District facilities. Users should take all reasonable precautions to protect their property.
- G. Access to school network resources with personal electronic devices will be monitored and subject to content filtering.
- H. Students and Employees who choose to use personal electronic devices to access school network resources must accept a wireless access agreement. This agreement acknowledges that:
  - 1. Access to the wireless network is a privilege. Misuse may result in loss of access and may be subject to disciplinary action.
  - 2. Access will be monitored and subject to content filtering.

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

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

## **X. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.

- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

## **XI. INTERNET USE AGREEMENT**

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

## **XII. LIMITATION ON SCHOOL DISTRICT LIABILITY**

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

## **XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, or servers.
    - b. Information retrieved through school district computers, networks, or online resources.
    - c. Personal property used to access school district computers, networks, or online resources.

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

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

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
  1. A copy of the user notification form provided to the student user.
  2. A description of parent/guardian responsibilities.
  3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
  4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
  5. A statement that the school district's acceptable use policy is available for parental review.

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

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

**Legal References:** 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)  
17 U.S.C. § 101 *et seq.* (Copyrights)  
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)  
*S.J.W. v. Lee’s Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652 F.3d 565 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by  
Nonschool Persons)

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## 616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

***[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]***

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

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

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

##### A. School District Goals

1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
2. The Advisory Committee will be established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

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

##### C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. Each fall, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:
  - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
  - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
  - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
  - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the

Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:
  - a. The Director of Curriculum (or similar educational leader)
  - b. Principal
  - c. School Board Member
  - d. Student Representative
  - e. One teacher from each building or instructional level
  - f. A parent representative from each instructional level
  - g. Community representative (s)
  - h. District Assessment Representative (if different from "a." above)

***[Note: This Advisory Committee composition is a model only.]***

5. Translation services should be provided to the extent appropriate and practicable.
6. The Advisory Committee shall meet the following timeline each year:

Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Month(s): Review evaluation results and prepare recommendations.

Month: Present recommendations to the school board for its input and approval.

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

## F. Reporting

1. Consistent with Minn. Stat. § 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

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

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

## **806 CRISIS MANAGEMENT POLICY**

### **I. PURPOSE**

The purpose of this 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 building should develop tailored building-specific crisis management plans.

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**

#### 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 submit tailored building-specific crisis management plans to the district Safety and Emergency Services Manager annually 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.

## 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 district's Emergency Procedures Handbook to assist in the development of building-specific crisis management plans. All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

#### a. Lockdown Procedures

Lockdown 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 Lockdown 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 Lockdown. Each building administrator will submit Lockdown procedures for their building as part of the building-specific crisis management plan.

#### b. Evacuation Procedures

Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility, visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

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

## 2. Crisis-Specific Procedures

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

## 3. School Crisis Response Teams

### a. Composition

The building administrator in each school building will select a school crisis response team that will be trained to respond to emergency situations. All school crisis 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 crisis 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 crisis 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.

### b. Leaders

The building administrator or his or her designee will serve as the leader of the school crisis 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 crisis 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 crisis response officials.

### III. PREPARATION BEFORE AN EMERGENCY

#### Communication

1. District Employees

All staff shall be aware of the school district's Crisis Management Policy, their own building's crisis management plan, and their role in responding to crisis situations. 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 working with students in response to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. 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

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

3. Families

Families shall be made aware of the school district's Crisis Management Policy and relevant school-level management procedures. Each building-specific crisis management plan shall set forth how families are made aware of the district policy and school-specific procedures.

#### Planning and Preparing for Fire

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

3. Teachers and staff in each building 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 each 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 in each building without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted in each building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in each 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.

### Facility Diagrams and Site Plans

All school district 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.

### Emergency Communication

School district building 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.

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.

### 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 to 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.

### 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.

### 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 Executive Director of Strategic Communications will notify the media in the event of a crisis or early school closure.

The Executive Director of Strategic Communications 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.

### 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 interventionists, 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.

### Long-Term Recovery Intervention Procedures

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

- Physical/structural recovery.
- Fiscal recovery.
- Academic recovery.
- Social/emotional recovery.

#### **IV. DISTRICT EMERGENCY PROCEDURES HANDBOOK**

Sample procedures for the various hazards/emergencies listed below are contained in the district's Emergency Procedures Handbook. Sample procedures include, but are not limited to the following:

- Fire
- Hazardous Materials
- Severe Weather: Tornado/Severe Thunderstorm/Flooding
- Medical Emergency
- Fight/Disturbance
- Assault
- Intruder
- Weapons
- Shooting
- Hostage
- Bomb Threat
- Chemical or Biological Threat
- Checklist for Telephone Threats
- Demonstration
- Suicide
- Lock-down Procedures
- Shelter-In-Place Procedures
- Evacuation/Relocation
- Media Procedures
- Post-Crisis Procedures
- School Crisis Response Team
- Emergency Phone Numbers
- Highly Contagious Serious Illness or Pandemic Flu

#### **V. MISCELLANEOUS PROCEDURES**

##### 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.

##### Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. 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.

## 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.

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)  
20 U.S.C. § 1681, *et seq.* (Title IX)  
20 U.S.C. § 6301, *et seq.* (No Child Left Behind)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

**Cross References:** 407AP (Employee Right to Know - Exposure to Hazardous Substances)  
Policy 413 (Harassment and Violence)  
Policy 501 (School Weapons Policy)  
Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
903AP (Visitors to School District Buildings and Sites)  
The Student Behavior Handbook



# ROBBINSDALE

Area Schools

**Individual focus. Infinite potential.**

TO: Members of the School Board  
David Engstrom, Superintendent of Schools

FROM: Ukee Dozier, Executive Director of Finance

DATE: September 22, 2021

RE: Workers' Compensation Renewal

## **RECOMMENDATION:**

It is recommended that we renew our Workers' Compensation Insurance Policy for the policy year October 1, 2021 through September 30, 2022 with SFM Insurance Company for the guaranteed cost of \$947,134.

## **DISCUSSION:**

The renewal premium is a decrease of \$125,488.00 from the previous year premium. The Experience Modification Factor increased from 1.35 to 1.37, the District received a premium discount which is reflected in the renewal decrease. The Experience Modification Factor is a term used in the American insurance business and more specifically in workers' compensation insurance. It is the adjustment of annual premium based on previous loss experience. Usually three years of loss experience are used to determine the experience modifier for a workers' compensation policy. The District also takes part in a loss to premium retention program.

## **QUESTIONS:**

For questions please contact Ukee Dozier at 763-504-8037 or [Ukee\\_Dozier@rdale.org](mailto:Ukee_Dozier@rdale.org)

**LICENSED STAFF - September 22, 2021**

<b>NEW HIRE</b>				
<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Step/Lane</b>	<b>Effective Date</b>
Matthew Bertsch	PMS	1.0/Phys Ed	BA/2	09/13/2021
Janessa Bordsen	NPE	1.0/Gr 3	BA/2	09/02/2021
Alexandra DeBoer	RMS	1.0/Gr 6	MA/6	08/30/2021
Allan Dittrich	RMS	1.0/Social Studies	BA/3	08/30/2021
Maxwell Donsker	SEA at FAIR	1.0/Gr 6	SPEC/10	09/03/2021
Andrea Echelberger	CLC	.73/Adult Academic	MA+Lic/10	09/20/2021
Kessa Fenske	ENE	1.0/Gr 1	BA/2	08/31/2021
Lisa Geier	PMS	1.0/TOSA	MA/9	08/30/2021
Ahmi Griffith-Flores	NPE	1.0/Gr 4	MA60/10	09/02/2021
Dereck Grosskurth	RMS	1.0/EL	BA30/10	08/30/2021
Rachael Hillman	NOE	1.0/Gr 5	BA/10	09/02/2021
Anne Larson	RVA K-5	1.0/GR 4	BA/4	09/13/2021
Hanna Larson	ENE	1.0/Gr 5	BA/2	09/01/2021
Jillian Lawson	MLE	1.0/Gr 3	MA/2	09/03/2021
Brittany McDonald	MLE	1.0/Kindergarten	BA/5	09/01/2021
Lindsey Mulligan	PMS	1.0/Social Studies	BA/2	09/08/2021
Paige Olson	LVE/SOE	1.0/School Nurse	BA/3	08/30/2021
Samantha Peterson	ZLE	1.0/School Nurse	BA/8	08/30/2021
Jennifer Reid	RMS	1.0/Phys Ed	BA15/10	08/30/2021
Jessica Richter	NHLC	Program Director	LV7/4	09/20/2021
Antonio Rodriguez Alvarado	RSI	1.0/Gr 2	BA/10	08/30/2021
Benjamin Roub	LVE	1.0/Gr 1	BA30/10	09/02/2021
Shane Scrabeck	CHS	1.0/Business	BA/2	09/03/2021
Marissa Senstad	MLE	1.0/Gr 5	BA/2	09/01/2021
Lindsay Sundquist	LVE	1.0/Gr 4	BA/2	08/30/2021
Melanie Tretsven	RVA K-5	1.0/Gr 2	MA/7	09/13/2021
Kathryn Von Edeskuty	SOE	1.0/Gr 3	BA/2	08/30/2021
<b>REHIRE</b>				
<b>Name</b>	<b>Building</b>	<b>Title</b>		<b>Effective Date</b>
Megan Friedman	NPE	1.0/Gr 4		09/01/2021
Elaine Plum	RMS	1.0/Reading		08/30/2021
<b>RESIGNATION/RETIREMENT</b>				
<b>Name</b>	<b>Building</b>	<b>Title</b>		<b>Effective Date</b>
Patrick Brown	RSI	TOSA		09/02/2021
Symone Brown	LVE	Gr 2		09/01/2021
Cherylann Franz (25 years)	RMS	Science		01/03/2022
Elizabeth Froehle	CHS	Social Studies		08/25/2021
Kathryn Kessel (30 years)	NHLC	Occup Therapist		12/17/2021
Shaina Lane	AHS	English		09/01/2021
Lacey Rotier	NPE	Media Spec		09/01/2021
Cathy Stiefel	RMS	Gr 6		09/01/2021
Lori Stroner (32 years)	On leave	Art		12/16/2021
Erin Wilson	SOE	Gr 3		09/01/2021
Calihan Yliniemi	MLE	Art		06/10/2021



<b>RECALL FROM LAYOFF</b>			
<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Danielle Davila	PMS	Monitor EA	09/08/2021
<b>RESIGNATION/RETIREMENT</b>			
<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Carrie Bradley	PMS	Special Ed EA	06/09/2021
Elizabeth Brink	ZLE	Adventure Club EA	06/30/2021
Daniel Charleston	AHS	Special Ed EA	06/09/2021
Marie Corbett	NHLC	Special Ed EA	09/21/2021
Nedelka Deleon	ZLE	Tutor EA	09/17/2021
Donell Deutsch	SMS	Service Employee	09/23/2021
Heidi Ebert	PLE	Adventure Club EA	09/17/2021
Charisse Esaw	SOE	Tutor EA	08/22/2021
Mary Henry	ENE	Special Ed EA	08/31/2021
Latron Hunter	CHS	Special Ed EA	09/10/2021
Ryusuke Jono	RSI	Food Service	09/23/2021
Randall McDaniel	ENE	Tutor EA	06/09/2021
Vanessa Murray	PMS	Special Ed EA	06/09/2021
Bradley Peske (25 yrs.)	SOE	Service Employee	09/17/2021
Robert Richardson	RSI	Tutor EA	06/09/2021
Janiece Ward	RSI	Special Ed EA	08/30/2021



# ROBBINSDALE

Area Schools

Individual focus. Infinite potential.

TO: Members of the School Board  
David Engstrom, Superintendent

FROM: Ukee Dozier, Executive Director of Finance

DATE: September 22, 2021

RE: Consent Agenda: Approve Monthly Disbursements

**RECOMMENDATION:**

School Board approve the monthly disbursements for payroll, accounts payable, ACH and wire transfers.

The following is a summary of claims for the period between August 1 and 31, 2021. The detailed listing is available from the finance department.

	<b>Fund</b>	<b>Disbursement Totals</b>
01	General Fund	\$7,621,303.29
02	Food Service Fund	164,015.57
03	Transportation	-
04	Community Ed Fund	512,836.03
05	Capital fund	-
06	Building Fund	5,693,438.86
07	Debt Service Fund	-
08	Scholarship Fund	-
09	Technology Levy	615,417.00
20	Self Insurance Dental	121,388.97
22	Self Insurance Medical	2,211,776.25
47	OPEB Debt Service	-
50	Student Activity	1,000.00
	<b>Total</b>	<b>\$ 16,941,175.97</b>

**QUESTIONS:**

For questions, please contact Ukee Dozier at 763-504-8037 or [Ukee\\_Dozier@rdale.org](mailto:Ukee_Dozier@rdale.org)

**Robbinsdale Area Schools  
Board Disbursement Report  
August 1 - August 31, 2021**

Check Number	Check Type	Check Date	Vendor	Amount
810607	V	8/17/2021	WATSON, CONNIE	\$ (51.06)
818904	V	8/6/2021	CENTERPOINT ENERGY	\$ (5,541.79)
819034	V	8/5/2021	STAPLES ADVANTAGE	\$ (1,961.00)
819127	V	8/17/2021	WATSON, CONNIE	\$ (31.80)
819418	V	8/5/2021	MESSERLI & KRAMER	\$ (682.87)
819662	R	8/2/2021	A.J. MOORE ELECTRIC, INC.	\$ 50,952.30
819663	R	8/2/2021	BITUMINOUS ROADWAYS INC	\$ 88,065.00
819664	R	8/2/2021	CENTRAL ROOFING INC.	\$ 89,077.23
819665	R	8/2/2021	EBERT CONSTRUCTION	\$ 4,410.75
819666	R	8/2/2021	GENERAL SHEET METAL COMPANY, LLC	\$ 278,326.00
819667	R	8/2/2021	GUNNAR ELECTRIC, INC	\$ 100,847.02
819668	R	8/2/2021	J.L.COOK CONSTRUCTION, LLC	\$ 47,039.58
819669	R	8/2/2021	KEVITT EXCAVATING INC	\$ 412,509.00
819670	R	8/2/2021	MAERTENS-BRENNY CONSTRUCTION CO.	\$ 10,212.50
819671	R	8/2/2021	MASTER MECHANICAL INC	\$ 22,053.72
819672	R	8/2/2021	MUSKA ELECTRIC COMPANIES	\$ 4,906.65
819673	R	8/2/2021	NAC MECHANICAL & ELECTRICAL SERV	\$ 89,300.00
819674	R	8/2/2021	NEO ELECTRICAL SOLUTIONS, LLC	\$ 109,725.00
819675	R	8/2/2021	PALMER WEST CONSTRUCTION CO.	\$ 144,603.89
819676	R	8/2/2021	PETERSON SHEET METAL INC	\$ 494,090.35
819677	R	8/2/2021	WASCHE COMMERCIAL FINISHES, INC	\$ 8,788.45
819678	R	8/2/2021	FRUEN, AARON	\$ 1,000.00
819679	R	8/2/2021	CHILDRENS THEATRE CO	\$ 450.00
819683	R	8/4/2021	ADAMS PEST CONTROL - MAIN	\$ 680.00
819684	R	8/4/2021	ARVIG	\$ 3,810.90
819685	R	8/4/2021	ARVIG ENTERPRISES, INC	\$ 2,400.00
819686	R	8/4/2021	ASPEN WASTE SYSTEMS, INC.	\$ 772.79
819687	R	8/4/2021	BAT 19, INC	\$ 119.99
819688	R	8/4/2021	BORDER STATES ELECTRIC SUPPLY	\$ 205.20
819689	R	8/4/2021	BRABAZON PUMP COMPANY	\$ 745.25
819690	R	8/4/2021	CDW GOVERNMENT	\$ 2,500.00
819691	R	8/4/2021	DEMCO	\$ 2,544.14
819692	R	8/4/2021	DISCOVERY EDUCATION	\$ 2,500.00
819693	R	8/4/2021	EARL F. ANDERSEN, INC.	\$ 458.50
819694	R	8/4/2021	EDGENUITY	\$ 26,740.00
819708	R	8/4/2021	FRATTALLONE'S HARDWARE STORES	\$ 1,298.55
819709	R	8/4/2021	GRANICUS, LLC	\$ 14,422.72
819710	R	8/4/2021	HEARTWOOD TREE SURGEONS	\$ 2,335.00
819711	R	8/4/2021	HOLDAHL COMPANY	\$ 328.70
819712	R	8/4/2021	LOFFLER COMPANIES - 131511	\$ 194.46
819713	R	8/4/2021	MATRIX COMMUNICATIONS INC.	\$ 87.50
819714	R	8/4/2021	MCDOWELL AGENCY (THE)	\$ 40.00
819718	R	8/4/2021	MENARDS	\$ 224.77
819719	R	8/4/2021	MIDLAND NURSERY INC.	\$ 1,303.43
819720	R	8/4/2021	MIDWEST BUS	\$ 137.77
819721	R	8/4/2021	MINITEX	\$ 7,361.44

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819722	R	8/4/2021	MTI DISTRIBUTING CO	\$ 854.67
819723	R	8/4/2021	PETERSON COMPANIES INC	\$ 315.24
819724	R	8/4/2021	PRAXAIR DISTRIBUTION, INC.	\$ 125.12
819725	R	8/4/2021	READING PLUS LLC	\$ 116,809.00
819726	R	8/4/2021	REPUBLIC SERVICES #899	\$ 9,079.31
819730	R	8/4/2021	RICOH USA, INC	\$ 1,158.57
819731	R	8/4/2021	SCHUMACHER ELEVATOR COMPANY	\$ 3,032.34
819732	R	8/4/2021	SEESAW LEARNING INC	\$ 3,650.37
819733	R	8/4/2021	SHERWIN WILLIAMS	\$ 90.15
819734	R	8/4/2021	SHRED-IT USA	\$ 1,150.37
819735	R	8/4/2021	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	\$ 269.20
819736	R	8/4/2021	SLOMKOWSKI, DAVID	\$ 2,115.00
819737	R	8/4/2021	STAPLES ADVANTAGE	\$ 94.76
819738	R	8/4/2021	STIER, JEFFERY	\$ 13,960.50
819740	R	8/4/2021	SUNBELT STAFFING	\$ 2,437.50
819741	R	8/4/2021	SVL SERVICE CORPORATION	\$ 296.80
819742	R	8/4/2021	T-MOBILE	\$ 23,290.49
819743	R	8/4/2021	TGK AUTOMOTIVE OF CRYSTAL INC.	\$ 120.00
819744	R	8/4/2021	TIERNEY BROTHERS INC	\$ 2,450.00
819745	R	8/4/2021	TRANE US INC	\$ 1,016.00
819746	R	8/4/2021	VISTA HIGHER LEARNING	\$ 111,108.34
819747	R	8/4/2021	VOYAGER SOPRIS LEARNING, INC	\$ 1,175.00
819754	R	8/4/2021	RICOH USA INC	\$ 15,725.95
819755	R	8/4/2021	BKBM ENGINEERS	\$ 1,325.00
819756	R	8/4/2021	INSPEC INC	\$ 9,900.00
819757	R	8/4/2021	KFI ENGINEERS, PC	\$ 1,113.50
819758	R	8/4/2021	KRAUS-ANDERSON CONSTRUCTION COMPANY	\$ 155,959.72
819759	R	8/4/2021	MAERTENS-BRENNY CONSTRUCTION CO.	\$ 15,960.00
819760	R	8/4/2021	SIGNATURE MECHANICAL, INC	\$ 47,884.75
819763	R	8/5/2021	AMAZON CAPITAL SERVICES, INC	\$ 5,636.78
819764	R	8/5/2021	AVIBEN	\$ 585.12
819765	R	8/5/2021	BIZHIKI CULTURE & DANCE COMPANY	\$ 8,000.00
819766	R	8/5/2021	BJORKLUND, ROBERT	\$ 290.00
819767	R	8/5/2021	BOWIE STATE UNIVERSITY	\$ 1,000.00
819768	R	8/5/2021	CLIMB THEATRE INC	\$ 500.00
819769	R	8/5/2021	COMPUTER EXPLORERS	\$ 1,305.00
819770	R	8/5/2021	EMI AUDIO, INC	\$ 747.10
819770	V	8/5/2021	EMI AUDIO, INC	\$ (747.10)
819771	R	8/5/2021	GBR INTERPRETING AND TRANSLATION SERVICES	\$ 100.00
819772	R	8/5/2021	GINGERY, GARY	\$ 750.00
819773	R	8/5/2021	HIGHWAY 55 RENTAL & SALES	\$ 2,908.80
819774	R	8/5/2021	IM SOUL READY	\$ 350.00
819775	R	8/5/2021	JOSTENS	\$ 196.95
819776	R	8/5/2021	LACHAPELLE, TASHEENA	\$ 2,400.00
819777	R	8/5/2021	LIBERTY MUTUAL INSURANCE COMPANY	\$ 123,177.25
819778	R	8/5/2021	METROPOLITAN COURIER CORP.	\$ 24.15
819779	R	8/5/2021	MINNEAPOLIS COMMUNITIY & TECHNICAL COLLEGE	\$ 20,475.00

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819780	R	8/5/2021	NYSTROM PUBLISHING COMPANY	\$ 5,273.38
819781	R	8/5/2021	REGENTS OF THE UNIVERSITY OF MINNESOTA	\$ 50,000.00
819782	R	8/5/2021	SOMALI ARTIFACT AND CULTURAL MUSEUM	\$ 800.00
819783	R	8/5/2021	SUNBELT STAFFING	\$ 17,000.00
819784	R	8/5/2021	THE GUMBO LACY LLC	\$ 1,800.00
819785	R	8/5/2021	WHITE, CHRISTINA	\$ 2,100.00
819786	R	8/5/2021	WOODLAND INDIAN CRAFT	\$ 500.00
819787	R	8/5/2021	BLINDNESS, LEARNING IN NEW DIMENSIONS, INC	\$ 3,375.00
819788	R	8/5/2021	CITY OF PLYMOUTH	\$ 52,030.18
819789	R	8/5/2021	GROUP HEALTH PLAN, INC	\$ 20,916.44
819790	R	8/5/2021	HILDI INC	\$ 12,000.00
819791	R	8/5/2021	ISD#288 SOUTHWEST METRO INTERMEDIATE DISTRICT	\$ 2,792.72
819792	R	8/5/2021	ISD #917,INTERMEDIATE DISTRICT	\$ 322.99
819793	R	8/5/2021	JOSTENS INC	\$ 404.63
819794	R	8/5/2021	PEICK, JOHN	\$ 72.00
819796	R	8/5/2021	SCHMITT MUSIC COMPANY	\$ 722.00
819797	R	8/5/2021	SPEARS-RICO, GABRIELA	\$ 200.00
819798	R	8/5/2021	EMI AUDIO, INC	\$ 747.10
819800	R	8/5/2021	STAPLES ADVANTAGE	\$ 1,961.00
819801	R	8/5/2021	APEC	\$ 3,477.17
819802	R	8/5/2021	APPLE COMPUTER INC	\$ 999.00
819803	R	8/5/2021	BRAUN INTERTEC CORPORATION	\$ 6,076.50
819804	R	8/5/2021	BSN SPORTS, LLC	\$ 6,583.01
819805	R	8/5/2021	COOL AIR MECHANICAL, INC.	\$ 5,415.13
819806	R	8/5/2021	DALCO ENTERPRISES INC	\$ 779.91
819807	R	8/5/2021	DISCOUNT SCHOOL SUPPLY	\$ 308.76
819808	R	8/5/2021	FLINN SCIENTIFIC, INC.	\$ 11.21
819810	R	8/5/2021	FOLLETT SCHOOL SOLUTIONS, INC	\$ 1,132.30
819811	R	8/5/2021	INSPEC INC	\$ 3,500.00
819812	R	8/5/2021	INTEREUM, INC	\$ 1,988.53
819813	R	8/5/2021	JEFF'S S.O.S. DRAIN & SEWER	\$ 975.00
819814	R	8/5/2021	JOHNSON CONTROLS INC	\$ 1,980.08
819815	R	8/5/2021	KENDELL DOORS & HARDWARE, LLC	\$ 300.00
819816	R	8/5/2021	LAKESHORE LEARNING MATERIALS	\$ 221.29
819821	R	8/5/2021	LVC COMPANIES INC	\$ 9,190.66
819822	R	8/5/2021	MACKIN EDUCATIONAL RESOURCES	\$ 2,509.24
819823	R	8/5/2021	MATRIX COMMUNICATIONS INC.	\$ 875.00
819824	R	8/5/2021	MCGRAW HILL LLC	\$ 94,980.25
819825	R	8/5/2021	MVP LOGISTICS LLC	\$ 562.00
819826	R	8/5/2021	NAC MECHANICAL & ELECTRICAL SERV	\$ 3,054.54
819831	R	8/5/2021	NORTHLAND MECHANICAL CONTRACTORS, INC.	\$ 22,911.12
819832	R	8/5/2021	SCHOLASTIC LIBRARY PUBLISHING, INC	\$ 5,247.00
819833	R	8/5/2021	SCHOOL OUTFITTERS LLC	\$ 1,813.74
819834	R	8/5/2021	SIGNATURE MECHANICAL, INC	\$ 7,100.00
819835	R	8/5/2021	STAPLES ADVANTAGE	\$ 140.14
819836	R	8/5/2021	STAPLES TECHNOLOGY SOLUTIONS	\$ 7,155.24
819837	R	8/5/2021	TIERNEY BROTHERS INC	\$ 7,235.13

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819838	R	8/5/2021	UHL COMPANY	\$ 11,496.00
819839	R	8/5/2021	YALE MECHANICAL INC	\$ 3,975.00
819840	R	8/5/2021	3P Learning Inc	\$ 563.75
819841	R	8/5/2021	ANCOM COMMUNICATIONS INC	\$ 22,320.00
819842	R	8/5/2021	APEC	\$ 1,395.29
819843	R	8/5/2021	Apec	\$ 477.08
819844	R	8/5/2021	ARVIG	\$ 3,867.95
819845	R	8/5/2021	GRAINGER	\$ 6,585.66
819846	R	8/5/2021	JOHNSON CONTROLS FIRE PROTECTION LP	\$ 1,455.00
819847	R	8/5/2021	NEO ELECTRICAL SOLUTIONS, LLC	\$ 5,746.01
819848	R	8/5/2021	POWER LIFT INC	\$ 245.00
819849	R	8/5/2021	QUICKSILVER EXPRESS COURIER	\$ 38.05
819850	R	8/5/2021	RICOH USA, INC	\$ 534.78
819851	R	8/5/2021	SCHOOL SPECIALTY, LLC	\$ 39.67
819853	R	8/5/2021	SIGNATURE MECHANICAL, INC	\$ 2,573.00
819855	R	8/5/2021	STAPLES ADVANTAGE	\$ 1,604.96
819856	R	8/5/2021	STAR TRIBUNE	\$ 554.40
819857	R	8/5/2021	TRUSTWORTHY GLASS	\$ 540.00
819858	R	8/5/2021	TWIN CITY HARDWARE CO., INC.	\$ 2,935.79
819867	R	8/5/2021	CENTERPOINT ENERGY	\$ 3,665.52
819869	R	8/5/2021	CITY OF NEW HOPE	\$ 22,585.76
819871	R	8/5/2021	CITY OF PLYMOUTH	\$ 9,398.85
819872	R	8/5/2021	CITY OF ROBBINSDALE	\$ 21,987.23
819874	R	8/6/2021	CENTERPOINT ENERGY	\$ 5,541.79
819875	R	8/11/2021	ACCELERATE LEARNING INC	\$ 1,117.50
819876	R	8/11/2021	BLICK ART MATERIALS	\$ 314.61
819877	R	8/11/2021	HOUGHTON MIFFLIN HARCOURT PUBLISHING	\$ 2,710.16
819878	R	8/11/2021	LAKESHORE LEARNING MATERIALS	\$ 1,234.12
819879	R	8/11/2021	ZANER-BLOSER REMITTANCE	\$ 549.36
819880	R	8/11/2021	KFI ENGINEERS, PC	\$ 74,784.00
819880	V	8/11/2021	KFI ENGINEERS, PC	\$ (74,784.00)
819881	R	8/11/2021	KFI ENGINEERS, PC	\$ 74,484.00
819884	R	8/11/2021	UPPER LAKES FOODS, INC.	\$ 19,261.00
819885	R	8/11/2021	UPPER LAKES FOODS, INC.	\$ 1,542.41
819886	R	8/12/2021	CITY OF CRYSTAL - ACCOUNTS RECEIVABLE	\$ 8,296.97
819887	R	8/12/2021	CITY OF GOLDEN VALLEY	\$ 3,247.51
819888	R	8/12/2021	CROSSFIT CITY OF LAKES LLC	\$ 375.00
819889	R	8/12/2021	DANIELS, CHRISTOPHER	\$ 235.00
819890	R	8/12/2021	RATWIK, ROSZAK & MALONEY, P.A.	\$ 5,256.81
819892	R	8/12/2021	SCHMITT MUSIC COMPANY	\$ 1,661.00
819893	R	8/12/2021	CALIFORNIA STATE DISBURSEMENT UNIT	\$ 69.23
819894	R	8/12/2021	FLORIDA STATE DISBURSEMENT UNIT	\$ 298.00
819895	R	8/12/2021	GREGORY A. BURRELL	\$ 280.62
819896	R	8/12/2021	MESSERLI & KRAMER	\$ 1,183.73
819897	R	8/12/2021	MISSISSIPPI DEPART OF HUMAN SERVICES	\$ 254.79
819898	R	8/12/2021	MN CHILD SUPPORT PAYMENT CTR	\$ 1,140.69
819899	R	8/12/2021	SCHOOL SERVICE EMPLOYEES	\$ 25.00

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819900	R	8/12/2021	TRUST POINT INC.	\$ 5,846.18
819901	R	8/12/2021	WI SCTF	\$ 13.85
819902	R	8/13/2021	SCHOOL SERVICE EMPLOYEES	\$ 2,441.31
819903	R	8/12/2021	ALLSTREAM	\$ 3,945.26
819904	R	8/12/2021	ANCHOR PAPER	\$ 351.95
819905	R	8/12/2021	BSN SPORTS, LLC	\$ 2,297.17
819906	R	8/12/2021	CEL PUBLIC RELATIONS INC	\$ 10,668.00
819907	R	8/12/2021	CITY OF NEW HOPE	\$ 40.92
819908	R	8/12/2021	CITY OF PLYMOUTH	\$ 125.00
819909	R	8/12/2021	COMPUTER EXPLORERS	\$ 952.00
819910	R	8/12/2021	FAIRVIEW HEALTH SERVICES	\$ 337.50
819912	R	8/12/2021	FRAGALE, ANNETTE	\$ 1,660.80
819913	R	8/12/2021	GBR INTERPRETING AND TRANSLATION SERVICES	\$ 100.00
819914	R	8/12/2021	GINGERY, GARY	\$ 1,800.00
819915	R	8/12/2021	HENNEPIN TECHNICAL COLLEGE	\$ 36,450.00
819916	S	8/12/2021	HENNEPIN TECHNICAL COLLEGE	\$ 1,155.00
819917	R	8/12/2021	HILDI INC	\$ 2,000.00
819918	R	8/12/2021	INGINA LLC	\$ 840.00
819919	R	8/12/2021	ISD#001 - MINNEAPOLIS SCHOOL DISTRICT	\$ 605.00
819920	R	8/12/2021	ISD 287	\$ 9,582.90
819921	R	8/12/2021	KALPULLI KETZALCOATLICUE	\$ 950.00
819922	R	8/12/2021	MARTIN LAW FIRM	\$ 506.00
819923	R	8/12/2021	MCDOWELL AGENCY (THE)	\$ 11.00
819924	R	8/12/2021	MERRY, VANESSA	\$ 70.00
819925	R	8/12/2021	MINNESOTA SAFETY COUNCIL	\$ 69.00
819926	R	8/12/2021	NWEA	\$ 2,415.00
819927	R	8/12/2021	PROJECT LEAD THE WAY	\$ 1,900.00
819928	R	8/12/2021	REDMON CUTZ	\$ 150.00
819929	R	8/12/2021	RESERVE ACCOUNT	\$ 15,000.00
819930	R	8/12/2021	SUNBELT STAFFING	\$ 17,000.00
819931	R	8/12/2021	THE MINNESOTA BLACK BOX	\$ 1,725.00
819932	R	8/12/2021	UNITED PARCEL SERVICE	\$ 36.85
819933	R	8/12/2021	UNIVERSITY OF MINNESOTA DULUTH	\$ 500.00
819934	R	8/12/2021	UNIVERSITY OF MN - TWIN CITIES	\$ 1,000.00
819935	R	8/12/2021	US MAGNETIX	\$ 138.00
819937	R	8/17/2021	BRAUN INTERTEC CORPORATION	\$ 11,539.00
819938	R	8/17/2021	KFI ENGINEERS, PC	\$ 5,666.50
819941	R	8/17/2021	LAWAL SCOTT ERICKSON ARCHITECTS, INC.	\$ 139,854.15
819942	R	8/17/2021	RUBBLE TILE DISTRIBUTORS	\$ 2,301.60
819943	R	8/17/2021	KRAUS-ANDERSON CONSTRUCTION COMPANY	\$ 77,785.97
819944	R	8/17/2021	MAERTENS-BRENNY CONSTRUCTION CO.	\$ 16,316.25
819945	R	8/17/2021	PALMER WEST CONSTRUCTION CO.	\$ 322,126.00
819947	R	8/17/2021	ROOF SPEC INC	\$ 24,650.00
819948	R	8/17/2021	SIGNATURE MECHANICAL, INC	\$ 31,915.25
819949	R	8/17/2021	MAXWELL CHANCE ROGER CHAN	\$ 274.00
819950	R	8/17/2021	LHG EDUCATION CONSULTING LLC	\$ 1,275.00
819951	R	8/17/2021	MEDTOX LABORATORIES	\$ 26.23

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819952	R	8/17/2021	NORTHFIELD LINES, INC.	\$ 1,548.38
819953	R	8/17/2021	SAFE TREE TRANSPORTATION LLC	\$ 218.28
819954	R	8/17/2021	SCHMITT MUSIC COMPANY	\$ 1,255.00
819955	R	8/17/2021	TAYLOR PUBLISHING CO.	\$ 7,783.89
819956	R	8/17/2021	ANCHOR PAPER	\$ 1,610.90
819957	R	8/17/2021	BROADWAY AWARDS	\$ 44.75
819958	R	8/17/2021	CAMBRIDGE EDUCATIONAL SERVICES	\$ 7,496.25
819959	R	8/17/2021	CITY OF NEW HOPE	\$ 1,470.00
819960	R	8/17/2021	COMPUTER EXPLORERS	\$ 3,400.00
819961	R	8/17/2021	HENNEPIN TECHNICAL COLLEGE	\$ 16,035.00
819962	R	8/17/2021	HUDSON MAGIC, LLC	\$ 660.00
819963	R	8/17/2021	J W PEPPER & SON, INC	\$ 246.99
819964	R	8/17/2021	LACHAPELLE, TASHEENA	\$ 1,000.00
819965	R	8/17/2021	LEARNING RESOURCES NETWORK	\$ 395.00
819966	R	8/17/2021	MASA	\$ 499.00
819967	R	8/17/2021	MERRY, VANESSA	\$ 70.00
819968	R	8/17/2021	NYSTROM PUBLISHING COMPANY	\$ 4,968.42
819969	R	8/17/2021	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$ 356.90
819970	R	8/17/2021	REVOLUTIONARY SPORTS LLC	\$ 5,290.60
819971	R	8/17/2021	ROBBINSDALE CHAMBER OF COMMERC	\$ 125.00
819972	R	8/17/2021	SCHOOL DATEBOOKS	\$ 545.50
819973	R	8/17/2021	THREE RIVERS PARK DISTRICT	\$ 1,124.00
819974	R	8/17/2021	TYLER TECHNOLOGIES INC	\$ 8,305.05
819975	R	8/17/2021	WELLBEATS, INC	\$ 706.80
819976	R	8/17/2021	WATSON, CONNIE	\$ 82.86
819978	R	8/20/2021	KFI ENGINEERS, PC	\$ 103,144.24
819979	R	8/20/2021	KRAUS-ANDERSON CONSTRUCTION COMPANY	\$ 205,898.26
819980	R	8/20/2021	SVL SERVICE CORPORATION	\$ 667.26
819981	R	8/20/2021	PETERSON COMPANIES INC	\$ 16,824.00
819982	R	8/20/2021	UHL COMPANY	\$ 10,625.00
819983	R	8/20/2021	EBERT CONSTRUCTION	\$ 16,530.00
819984	R	8/20/2021	MUSKA ELECTRIC COMPANIES	\$ 274,740.00
819987	R	8/20/2021	ADAMS PEST CONTROL - MAIN	\$ 360.00
819988	R	8/20/2021	APEC	\$ 1,568.62
819989	R	8/20/2021	AQUA LOGIC, INC.	\$ 242.40
819990	R	8/20/2021	ASSETGENIE, INC.	\$ 5,985.00
819991	R	8/20/2021	BARNES & NOBLE, INC	\$ 1,197.74
819992	R	8/20/2021	BEST BUY BUSINESS ADVANTAGE ACCT	\$ 6,197.80
819993	R	8/20/2021	BOELTER PREMIER	\$ 31,623.00
819994	R	8/20/2021	BORDER STATES ELECTRIC SUPPLY	\$ 566.48
819995	R	8/20/2021	BRAUN INTERTEC CORPORATION	\$ 2,786.20
819997	R	8/20/2021	CDW GOVERNMENT	\$ 94,761.03
819998	R	8/20/2021	CORNELL, JAMES	\$ 1,914.11
819999	R	8/20/2021	CRESTLINE SPECIALTIES CO INC	\$ 1,088.99
820000	R	8/20/2021	CULLIGAN BOTTLED WATER	\$ 39.00
820002	R	8/20/2021	DALCO ENTERPRISES INC	\$ 4,611.81
820003	R	8/20/2021	DISCOVERY EDUCATION	\$ 13,739.00

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820003	V	8/23/2021	DISCOVERY EDUCATION	\$ (13,739.00)
820004	R	8/20/2021	ECM PUBLISHERS, INC.	\$ 47.52
820005	R	8/20/2021	FORECAST5 ANALYTICS, INC.	\$ 5,000.00
820006	R	8/20/2021	FUN EXPRESS	\$ 21.36
820007	R	8/20/2021	GNP SPECIALTIES INC	\$ 13,140.00
820008	R	8/20/2021	GOPHER SPORT	\$ 78.22
820009	R	8/20/2021	GRAINGER	\$ 986.78
820010	R	8/20/2021	HEARTWOOD TREE SURGEONS	\$ 6,437.50
820011	R	8/20/2021	HENNEPIN COUNTY - MAIL CODE 131	\$ 417.35
820012	R	8/20/2021	HIRSHFIELD'S PAINT	\$ 1,025.76
820013	R	8/20/2021	HOLDAHL COMPANY	\$ 163.19
820014	R	8/20/2021	HOME DEPOT U.S.A., INC.	\$ 4,674.50
820015	R	8/20/2021	HORIZON COMMERCIAL POOL SUPPLY	\$ 1,273.60
820016	R	8/20/2021	HOUGHTON MIFFLIN HARCOURT PUBLISHING	\$ 1,986.41
820017	R	8/20/2021	HOUSE OF PRINT, INC.	\$ 12,197.91
820018	R	8/20/2021	ILLUMINATE EDUCATION INC	\$ 46,750.00
820019	R	8/20/2021	INNOVATIONAL WATER SOLUTIONS, INC	\$ 568.00
820020	R	8/20/2021	ISC COMPANIES	\$ 128.25
820021	R	8/20/2021	JEFF'S S.O.S. DRAIN & SEWER	\$ 310.00
820022	R	8/20/2021	KAMI	\$ 6,000.00
820023	R	8/20/2021	LAKESHORE LEARNING MATERIALS	\$ 271.07
820024	R	8/20/2021	LEARNING A-Z	\$ 7,980.00
820025	R	8/20/2021	LESSONPIX.INC	\$ 615.60
820026	R	8/20/2021	LOYOLA PRESS	\$ 473.81
820027	R	8/20/2021	MACKIN EDUCATIONAL RESOURCES	\$ 2,650.74
820028	R	8/20/2021	MARSHALL CAVENDISH CORPORATION	\$ 493.10
820029	R	8/20/2021	MAXIMUM IMPACT, INC.	\$ 1,499.00
820031	R	8/20/2021	MCKESSON MEDICAL-SURGICAL INC.	\$ 1,606.22
820032	R	8/20/2021	MENARDS	\$ 314.18
820033	R	8/20/2021	MICHIGAN SAFETY PRODUCTS OF FLINT, INC.	\$ 925.87
820034	R	8/20/2021	MIDLAND NURSERY INC.	\$ 908.33
820035	R	8/20/2021	MTI DISTRIBUTING CO	\$ 2,779.18
820036	R	8/20/2021	NOKOMIS SHOE SHOP	\$ 200.00
820037	R	8/20/2021	OVERHEAD DOOR CO - NORTHLAND	\$ 523.90
820038	R	8/20/2021	PETERSON COMPANIES INC	\$ 270.00
820039	R	8/20/2021	PREMIUM WATERS, INC.	\$ 30.00
820040	R	8/20/2021	QUADIENT LEASING USA, INC	\$ 900.66
820041	R	8/20/2021	QUICKSILVER EXPRESS COURIER	\$ 209.13
820043	R	8/20/2021	RADEMACHER COMPANIES, INC	\$ 668.26
820044	R	8/20/2021	RICOH USA INC	\$ 102.71
820046	R	8/20/2021	RICOH USA, INC	\$ 368.37
820047	R	8/20/2021	SAVVAS LEARNING COMPANY LLC	\$ 11,200.00
820048	R	8/20/2021	SCHOOL HEALTH CORPORATION	\$ 22.10
820049	R	8/20/2021	SCHUMACHER ELEVATOR COMPANY	\$ 3,781.04
820050	R	8/20/2021	SHIFFLER EQUIPMENT SALES INC	\$ 168.39
820052	R	8/20/2021	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	\$ 1,946.00
820053	R	8/20/2021	SITSPOTS	\$ 69.77

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820054	R	8/20/2021	SMOOTHWALL INC.	\$ 3,000.00
820055	R	8/20/2021	STAPLES ADVANTAGE	\$ 141.13
820056	R	8/20/2021	STAR TRIBUNE	\$ 275.55
820057	R	8/20/2021	TECHEXCEL, INC	\$ 7,600.00
820058	R	8/20/2021	TIERNEY BROTHERS INC	\$ 12,635.00
820059	R	8/20/2021	TREND ENTERPRISES INC	\$ 116.80
820060	R	8/20/2021	TRUGREEN PROCESSING CENTER	\$ 21,649.00
820061	R	8/20/2021	UHL COMPANY	\$ 5,365.92
820062	R	8/20/2021	VOYAGER SOPRIS LEARNING, INC	\$ 69,500.00
820063	R	8/20/2021	WEST MUSIC CO	\$ 340.49
820064	R	8/20/2021	ZANER-BLOSER REMITTANCE	\$ 1,517.55
820065	R	8/20/2021	JOSTENS INC	\$ 10.62
820067	R	8/20/2021	J W PEPPER & SON, INC	\$ 176.94
820069	R	8/20/2021	MN ALLIANCE WITH YOUTH	\$ 31,800.00
820070	R	8/20/2021	SCHMITT MUSIC COMPANY	\$ 260.00
820071	R	8/20/2021	AMBLESIDE SCHOOLS INTERNATIONAL, INC.	\$ 563.06
820072	R	8/20/2021	ANOKA-RAMSEY COMMUNITY COLLEGE	\$ 500.00
820073	R	8/20/2021	CAPTIVATE MEDIA + CONSULTING	\$ 4,785.00
820074	R	8/20/2021	CLASS INTERCOM, LLC	\$ 975.00
820075	R	8/20/2021	FOXTROT MARKETING GROUP	\$ 211.66
820076	R	8/20/2021	JESSEN PRESS, INC.	\$ 1,000.00
820077	R	8/20/2021	J W PEPPER & SON, INC	\$ 126.00
820078	R	8/20/2021	MN ALLIANCE WITH YOUTH	\$ 3,750.00
820079	R	8/20/2021	OFFICE OF MN IT SERVICES	\$ 1,128.58
820080	R	8/20/2021	PEOPLE INCORPORATED	\$ 4,085.71
820081	R	8/20/2021	QUILL AND SCROLL	\$ 80.00
820082	R	8/20/2021	SCHOLASTIC INC	\$ 109.89
820083	R	8/20/2021	UNIVERSITY OF MN - TWIN CITIES	\$ 500.00
820084	S	8/20/2021	UNIVERSITY OF MN - TWIN CITIES	\$ 400.00
820085	R	8/20/2021	UNIVERSITY OF TAMPA	\$ 250.00
820086	R	8/20/2021	US MAGNETIX	\$ 1,460.00
820087	R	8/20/2021	VISUAL IMPACT LLC	\$ 999.00
820088	R	8/20/2021	VOLUNTEERS OF AMERICA MN AND WI	\$ 2,500.00
820089	R	8/23/2021	MYSTERY SCIENCE INC.	\$ 13,739.00
820090	R	8/23/2021	DELL MARKETING L.P.	\$ 338,090.88
820091	R	8/23/2021	FLINN SCIENTIFIC, INC.	\$ 60.00
820092	R	8/23/2021	H&B SPECIALIZED PRODUCTS INC	\$ 43,457.00
820093	R	8/23/2021	MACKIN EDUCATIONAL RESOURCES	\$ 709.50
820094	R	8/23/2021	NORTHLAND MECHANICAL CONTRACTORS, INC.	\$ 1,346.00
820095	R	8/23/2021	PREMIUM WATERS, INC.	\$ 30.00
820096	R	8/23/2021	SAVVAS LEARNING COMPANY LLC	\$ 57,613.30
820097	R	8/23/2021	SCHOOL HEALTH CORPORATION	\$ 51.67
820098	R	8/23/2021	TIERNEY BROTHERS INC	\$ 45,863.32
820099	R	8/23/2021	UCP SEGUIN	\$ 6,430.60
820100	R	8/24/2021	WEAVING STORIES INC.	\$ 2,284.43
820102	R	8/24/2021	COMMERCIAL KITCHEN SERVICES	\$ 8,968.97
820103	R	8/24/2021	DOELY, KRISTA	\$ 44.60

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820104	R	8/24/2021	ECOLAB INC.	\$ 276.82
820105	R	8/24/2021	HI-TECH REFRIGERATION	\$ 1,513.71
820106	R	8/24/2021	KOLESNIKOV, STEFNY	\$ 68.60
820109	R	8/24/2021	PAN-O-GOLD BAKING CO	\$ 499.23
820115	R	8/24/2021	ST PAUL BEVERAGE SOLUTIONS, LLC	\$ 8,066.23
820116	R	8/24/2021	THE GOOD ACRE	\$ 78.13
820117	R	8/24/2021	TRIO SUPPLY CO	\$ 1,687.20
820123	R	8/24/2021	UPPER LAKES FOODS, INC.	\$ 22,384.79
820124	R	8/24/2021	WOLF, CHRISTINE	\$ 13.70
820125	R	8/24/2021	YU, GUAN	\$ 60.80
820127	R	8/24/2021	CENTERPOINT ENERGY	\$ 6,281.51
820128	R	8/25/2021	A.J. MOORE ELECTRIC, INC.	\$ 64,627.19
820129	R	8/25/2021	BERWALD ROOFING CO., INC	\$ 173,100.45
820130	R	8/25/2021	BITUMINOUS ROADWAYS INC	\$ 53,038.54
820131	R	8/25/2021	CENTRAL ROOFING INC.	\$ 244,126.23
820132	R	8/25/2021	EBERT CONSTRUCTION	\$ 7,684.55
820133	R	8/25/2021	GENERAL SHEET METAL COMPANY, LLC	\$ 127,288.00
820134	R	8/25/2021	J.L.COOK CONSTRUCTION, LLC	\$ 33,710.42
820135	R	8/25/2021	KEVITT EXCAVATING INC	\$ 140,647.50
820136	R	8/25/2021	MAERTENS-BRENNY CONSTRUCTION CO.	\$ 138,223.67
820137	R	8/25/2021	MUSKA ELECTRIC COMPANIES	\$ 4,702.50
820138	R	8/25/2021	NAC MECHANICAL & ELECTRICAL SERV	\$ 43,700.00
820139	R	8/25/2021	NEO ELECTRICAL SOLUTIONS, LLC	\$ 216,267.50
820140	R	8/25/2021	PETERSON SHEET METAL INC	\$ 524,563.08
820141	R	8/25/2021	STEINBRECHER PAINTING COMPANY	\$ 4,275.00
820142	R	8/25/2021	WASCHE COMMERCIAL FINISHES, INC	\$ 70,332.49
820143	R	8/27/2021	EDUCATION MINNESOTA	\$ 6.00
820144	R	8/27/2021	FLORIDA STATE DISBURSEMENT UNIT	\$ 350.03
820145	R	8/27/2021	GREGORY A. BURRELL	\$ 280.62
820146	R	8/27/2021	MESSERLI & KRAMER	\$ 1,183.73
820147	R	8/27/2021	MISSISSIPPI DEPART OF HUMAN SERVICES	\$ 254.79
820148	R	8/27/2021	MN CHILD SUPPORT PAYMENT CTR	\$ 703.30
820149	R	8/27/2021	SCHOOL SERVICE EMPLOYEES	\$ 25.00
820150	R	8/27/2021	STATE DISBURSEMENT UNIT	\$ 369.23
820151	R	8/27/2021	TRUST POINT INC.	\$ 6,202.39
820152	R	8/27/2021	WI SCTF	\$ 13.85
820153	R	8/27/2021	SCHOOL SERVICE EMPLOYEES	\$ 2,497.59
820154	R	8/27/2021	ACADEMY OF WHOLE LEARNING SCHOOL (THE)	\$ 590.06
820155	R	8/27/2021	AVAIL ACADEMY - BLAINE CAMPUS	\$ 1,100.48
820156	R	8/27/2021	BENILDE - ST MARGARET'S	\$ 36,219.91
820157	R	8/27/2021	BETHANY CHRISTIAN ACADEMY	\$ 519.47
820158	R	8/27/2021	BLAKE SCHOOL, THE	\$ 7,573.04
820159	R	8/27/2021	BRECK SCHOOL	\$ 18,498.20
820160	R	8/27/2021	CALVIN CHRISTIAN SCHOOL	\$ 2,534.00
820161	R	8/27/2021	CHESTERTON ACADEMY	\$ 2,964.78
820162	R	8/27/2021	CHILDREN'S WORKSHOP MONTESSORI	\$ 611.78
820163	R	8/27/2021	FOURTH BAPTIST CHRISTIAN SCH	\$ 23,901.05

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820164	R	8/27/2021	GROVES ACADEMY	\$ 1,737.60
820165	R	8/27/2021	HOLY FAMILY CATHOLIC HIGH SCHOOL	\$ 568.34
820166	R	8/27/2021	HOLY TRINITY LUTHERAN SCHOOL	\$ 8,794.79
820167	R	8/27/2021	HOPE ACADEMY	\$ 1,223.56
820168	R	8/27/2021	LAKE COUNTRY SCHOOL	\$ 132.13
820169	R	8/27/2021	MAYER LUTHERAN SCHOOL	\$ 311.32
820170	R	8/27/2021	MINNEHAHA ACADEMY	\$ 2,611.83
820171	R	8/27/2021	NORTHSIDE CHRISTIAN SCHOOL	\$ 293.22
820172	R	8/27/2021	PROVIDENCE ACADEMY	\$ 6,917.82
820173	R	8/27/2021	TOTINO-GRACE HIGH SCHOOL	\$ 3,886.07
820174	R	8/27/2021	WEST LUTHERAN HIGH SCHOOL	\$ 6,566.68
820175	R	8/27/2021	WOODCREST BAPTIST ACADEMY	\$ 1,516.78
820176	R	8/27/2021	CITY OF NEW HOPE	\$ 600.00
820177	R	8/27/2021	GROUP HEALTH PLAN, INC	\$ 14,200.98
820178	R	8/27/2021	MEDTOX LABORATORIES	\$ 55.00
820179	R	8/27/2021	SCHMITT MUSIC COMPANY	\$ 70.00
820183	R	8/27/2021	CENTERPOINT ENERGY	\$ 4,446.71
820184	R	8/27/2021	CITY OF PLYMOUTH	\$ 5,928.29
820185	R	8/27/2021	CITY OF ROBBINSDALE	\$ 4,969.23
820186	R	8/27/2021	ELAM, TIMOTHY	\$ 2,695.34
820187	R	8/27/2021	MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO.	\$ 5,000.00
820188	R	8/27/2021	MASPA/STATE NEGOTIATORS	\$ 550.00
820189	R	8/27/2021	RATWIK, ROSZAK & MALONEY, P.A.	\$ 2,891.00
820190	R	8/27/2021	WINNETKA PROPERTIES	\$ 22,942.86
820191	R	8/27/2021	WORKS INTERNATIONAL	\$ 26,120.00
820192	R	8/30/2021	BERWALD ROOFING CO., INC	\$ 36,964.50
820193	R	8/30/2021	BITUMINOUS ROADWAYS INC	\$ 278,886.75
820200	R	8/30/2021	RICOH USA INC	\$ 12,747.06
820204	R	8/30/2021	ADAMS PEST CONTROL - MAIN	\$ 505.00
820205	R	8/30/2021	AMERICAN SPORT FLOORS	\$ 9,667.65
820206	R	8/30/2021	ANCOM COMMUNICATIONS INC	\$ 1,610.00
820207	R	8/30/2021	APPLE COMPUTER INC	\$ 2,940.00
820208	R	8/30/2021	BORDER STATES ELECTRIC SUPPLY	\$ 2,283.08
820209	R	8/30/2021	CDW GOVERNMENT	\$ 4,613.95
820210	R	8/30/2021	CHEERLEADING COMPANY INC.	\$ 2,739.56
820215	R	8/30/2021	DALCO ENTERPRISES INC	\$ 11,783.47
820216	R	8/30/2021	DISCOUNT SCHOOL SUPPLY	\$ 5,181.69
820217	R	8/30/2021	ECM PUBLISHERS, INC.	\$ 70.40
820218	R	8/30/2021	FOLLETT SCHOOL SOLUTIONS, INC	\$ 157.08
820219	R	8/30/2021	GNP SPECIALTIES INC	\$ 13,140.00
820220	R	8/30/2021	GOPHER SPORT	\$ 192.85
820221	R	8/30/2021	GRANICUS, LLC	\$ 471.70
820222	R	8/30/2021	H&B SPECIALIZED PRODUCTS INC	\$ 670.00
820223	R	8/30/2021	HORIZON COMMERCIAL POOL SUPPLY	\$ 1,562.17
820224	R	8/30/2021	JEFF'S S.O.S. DRAIN & SEWER	\$ 825.00
820225	R	8/30/2021	JOHNSON CONTROLS INC	\$ 2,169.00
820226	R	8/30/2021	JOHNSON CONTROLS FIRE PROTECTION LP	\$ 2,312.50

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820227	R	8/30/2021	LESSONPIX.INC	\$ 1,407.60
820228	R	8/30/2021	LINDENMEYR MUNROE	\$ 23,794.16
820229	R	8/30/2021	LVC COMPANIES INC	\$ 70.56
820230	R	8/30/2021	MACKIN EDUCATIONAL RESOURCES	\$ 1,384.99
820231	R	8/30/2021	MATRIX COMMUNICATIONS INC.	\$ 2,800.00
820232	R	8/30/2021	MCKESSON MEDICAL-SURGICAL INC.	\$ 57.06
820233	R	8/30/2021	MENARDS	\$ 42.96
820234	R	8/30/2021	NCS PEARSON INC	\$ 979.65
820235	R	8/30/2021	NEO ELECTRICAL SOLUTIONS, LLC	\$ 2,549.72
820236	R	8/30/2021	NORTHLAND MECHANICAL CONTRACTORS, INC.	\$ 1,300.40
820237	R	8/30/2021	QUADIENT LEASING USA, INC	\$ 900.66
820239	R	8/30/2021	RICOH USA, INC	\$ 97.49
820240	R	8/30/2021	SHERWIN WILLIAMS	\$ 11.75
820241	R	8/30/2021	SHIFFLER EQUIPMENT SALES INC	\$ 42.24
820242	R	8/30/2021	STAGES THEATRE CO	\$ 37,714.00
820243	R	8/30/2021	STAPLES ADVANTAGE	\$ 1,299.41
820244	R	8/30/2021	STUDIES WEEKLY INC	\$ 815.00
820245	R	8/30/2021	T-MOBILE	\$ 22,167.06
820246	R	8/30/2021	THE RETROFIT COMPANIES, INC	\$ 560.00
820247	R	8/30/2021	TRUSTWORTHY GLASS	\$ 2,070.00
820248	R	8/30/2021	TWIN CITY HARDWARE CO., INC.	\$ 215.31
820250	R	8/30/2021	UHL COMPANY	\$ 13,083.82
820251	R	8/30/2021	UNIVERSAL ATHLETIC SERVICE, INC.	\$ 141.17
820252	R	8/30/2021	VIKING ELECTRIC SUPPLY, INC	\$ 295.35
820253	R	8/30/2021	VOYAGER SOPRIS LEARNING, INC	\$ 34,594.00
202100083	W	8/13/2021	COMMISSIONER OF REVENUE REF #	\$ 52,364.99
202100084	W	8/13/2021	INTERNAL REVENUE SERVICE REF #	\$ 319,202.46
202100085	W	8/13/2021	MN TEACHERS RETIREMENT ASSOC	\$ 84,786.26
202100086	W	8/13/2021	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	\$ 99,861.73
202100087	W	8/13/2021	AVIBEN	\$ 35,692.23
202100088	W	8/13/2021	ISD#281: FLEX BENEFITS	\$ 6,332.48
202100089	W	8/13/2021	AMERIFLEX	\$ 3,614.52
202100090	W	8/13/2021	I S D # 281 - PAYROLL ACCT	\$ 937,800.10
202100091	W	8/5/2021	HARRIS BANK	\$ 68,115.53
202100098	W	8/27/2021	COMMISSIONER OF REVENUE REF #	\$ 51,073.95
202100099	W	8/27/2021	INTERNAL REVENUE SERVICE REF #	\$ 305,717.96
202100100	W	8/27/2021	MN TEACHERS RETIREMENT ASSOC	\$ 85,559.62
202100101	W	8/27/2021	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	\$ 90,062.73
202100102	W	8/27/2021	AVIBEN	\$ 42,048.78
202100103	W	8/27/2021	ISD#281: FLEX BENEFITS	\$ 1,599,331.00
202100103	W	8/27/2021	ISD#281: FLEX BENEFITS	\$ 7,157.26
202100104	W	8/27/2021	AMERIFLEX	\$ 4,790.61
202100105	W	8/27/2021	I S D # 281 - PAYROLL ACCT	\$ 840,575.39
202100112	W	8/26/2021	XCEL ENERGY	\$ 16,576.39
202100113	W	8/27/2021	XCEL ENERGY	\$ 11,664.85
202100114	W	8/30/2021	XCEL ENERGY	\$ 69,473.01
202100115	W	8/30/2021	XCEL ENERGY	\$ 7,166.91

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202100116	W	8/6/2021	DELTA DENTAL	\$ 31,311.67
202100117	W	8/13/2021	DELTA DENTAL	\$ 27,980.02
202100118	W	8/20/2021	DELTA DENTAL	\$ 37,307.33
202100119	W	8/27/2021	DELTA DENTAL	\$ 24,789.95
202100130	W	8/10/2021	FEEPAY	\$ 1,750.00
202100131	W	8/10/2021	BANKCARD SERVICES WORLDWIDE	\$ 10,145.54
202100132	W	8/11/2021	WELLS FARGO BROKERAGE SERV LLC	\$ 1,086.34
202100133	W	8/16/2021	VANCO SERVICES	\$ 23.95
202100134	W	8/12/2021	AMERIFLEX	\$ 4,380.40
202100135	W	8/2/2021	PREFERRED ONE	\$ 377,757.58
202100136	W	8/2/2021	PREFERRED ONE	\$ 47,902.11
202100137	W	8/9/2021	PREFERRED ONE	\$ 278,060.47
202100138	W	8/9/2021	PREFERRED ONE	\$ 60,606.71
202100139	W	8/12/2021	PREFERRED ONE	\$ 107,642.33
202100140	W	8/16/2021	PREFERRED ONE	\$ 421,011.05
202100141	W	8/16/2021	PREFERRED ONE	\$ 56,521.83
202100142	W	8/23/2021	PREFERRED ONE	\$ 362,622.86
202100143	W	8/30/2021	PREFERRED ONE	\$ 59,598.80
202100144	W	8/30/2021	PREFERRED ONE	\$ 404,228.29
202100145	W	8/5/2021	AMERIFLEX	\$ 7,882.21
202100146	W	8/5/2021	AMERIFLEX	\$ 10,566.68
202100147	W	8/5/2021	AMERIFLEX	\$ 20,221.69
202100148	W	8/11/2021	AMERIFLEX	\$ 5,468.40
202100149	W	8/11/2021	AMERIFLEX	\$ 23,578.60
202100150	W	8/2/2021	AVIDIA BANK	\$ 14,038.25
202100151	W	8/16/2021	AVIDIA BANK	\$ 3,109.07
202100152	W	8/27/2021	AVIDIA BANK	\$ 45.84
202100153	W	8/30/2021	AVIDIA BANK	\$ 3,697.67
202100154	W	8/31/2021	AVIDIA BANK	\$ 11,415.55
212200028	A	8/1/2021	MN-CRYSTAL CENTER - HA, LLC	\$ 86,622.24
212200033	A	8/3/2021	KLEVE, JULIE	\$ 60.95
212200034	A	8/3/2021	Swanson, SHANNON	\$ 29.68
212200035	A	8/13/2021	AFSCME COUNCIL 5	\$ 953.28
212200036	A	8/13/2021	ROBB FEDERATION OF TEACHERS	\$ 1,609.61
212200039	A	8/17/2021	COLLABORATIVE STUDENT TRANSPORTATION OF MINNE	\$ 318,967.86
212200040	A	8/17/2021	Engstrom, David	\$ 865.10
212200045	A	8/17/2021	FIRST STUDENT, INC.	\$ 612,158.62
212200046	A	8/17/2021	Smith, Brianna	\$ 55.83
212200047	A	8/17/2021	WILLIAMS, DERRICK	\$ 7.67
212200048	A	8/17/2021	WINKELMAN, LORENA	\$ 10.10
212200049	A	8/17/2021	Engstrom, David	\$ 2,210.33
212200050	A	8/17/2021	Oesterreich, Elizabeth	\$ 14.56
212200053	A	8/27/2021	METROPOLITAN LIFE INSURANCE COMPANY	\$ 50,243.60
212200055	A	8/27/2021	SUPERIOR VISION SERVICES, INC.	\$ 8,164.27
212200056	A	8/27/2021	WATSON, THOMAS	\$ 4,878.75
212200057	A	8/27/2021	AUL HEALTH BENEFIT TRUST/MIDAMERICA ADM & RET	\$ 158,525.55
212200058	A	8/27/2021	AFSCME COUNCIL 5	\$ 1,638.49

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212200059	A	8/27/2021	ROBB FEDERATION OF TEACHERS	\$ 870.55
212200060	A	8/31/2021	ADAMS, ALIDA	\$ 40.99
212200061	A	8/31/2021	DEGROSS, KRISTYN	\$ 87.10
212200062	A	8/31/2021	ESTRADA-BURT, ALEJANDRA	\$ 68.26
212200063	A	8/31/2021	FIRST STUDENT, INC.	\$ 591.40
212200064	A	8/31/2021	HABERLE, ALLISON	\$ 29.74
212200065	A	8/31/2021	KARRIS, STEVEN	\$ 18.20
212200066	A	8/31/2021	LABANDZ, STEPHENIE	\$ 82.15
212200067	A	8/31/2021	Michaelis, John	\$ 37.92
212200068	A	8/31/2021	MN-CRYSTAL CENTER - HA, LLC	\$ 84,495.72
212200069	A	8/31/2021	ROYSTON, KIMUEL	\$ 6.99
212200070	A	8/31/2021	THURSTON, SARA	\$ 85.12
212200071	A	8/31/2021	Tuominen, Kraig	\$ 14.00
212200072	A	8/31/2021	Bandy, Natalie	\$ 528.87
212200073	A	8/31/2021	Burckhardt, Candace	\$ 288.72
212200074	A	8/31/2021	Hickey, Meghan	\$ 280.07
				<b>\$ 16,941,175.97</b>

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION ACCEPTING DONATIONS**

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Robbinsdale School District, ISD 281, gratefully accepts the following donations as identified below:

**September 22, 2021**

School	Donor	Amount	Purpose
ARMSTRONG HIGH SCHOOL	FIRST	\$1,000.00	ARMSTRONG ROBOTICS TEAM
COOPER HIGH SCHOOL	C.O. LYNCH ENTERPRISES, INC.	500.00	COOPER HIGH SCHOOL ATHLETICS
MEADOW LAKE ELEMENTARY	THE BLACKBAUD GIVING FUND ON BEHALF OF JOSEPH BEACOM	40.00	JANET BEACOM’S CLASSROOM
MEADOW LAKE ELEMENTARY	THE BLACKBAUD GIVING FUND ON BEHALF OF JOSEPH BEACOM	100.00	JANET BEACOM’S CLASSROOM
PLYMOUTH MIDDLE SCHOOL	THE BLACKBAUD GIVING FUND-ON BEHALF OF THE BEST BUY EMPLOYEE GIVING PROGRAM	70.00	ACADEMICS
ROBBINSDALE AREA SCHOOLS	MICHELE AND RANDY MCGOVERN	300.00	HELPING US GROW (HUG) PROGRAM

ROBBINSDALE MIDDLE SCHOOL	HORACE MANN; STACY ANGLIN-BRAY	BAGELS, DONUTS, FRUIT TRAYS	WORKSHOP WEEK
ROBBINDALE MIDDLE SCHOOL	CUB FOODS-CRYSTAL	\$100 CUB FOODS GIFT CARD	PURCHASE CUB FOOD STORE ITEMS FOR WORKSHOP WEEK
ROBBINSDALE MIDDLE SCHOOL	GRAND CANYON UNIVERSITY; MICHAEL LEWIS	LUNCH	WORKSHOP WEEK

**TOTAL: \$2,010.00**

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Clerk

# Announcements | September 22, 2021

## October 4, 2021

**6:00 p.m.** School Board Business Meeting

**7:00 p.m.** School Board Work Session

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*Check out our calendar on the website for additional meeting details.*

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## 2021-2022 School Board Meetings (approved Feb. 16, 2021)

Meetings are typically held the first and third Monday of each month (except when the calendar does not permit) at the Education Service Center, 4148 Winnetka Avenue North, New Hope, MN, third floor boardroom. School Board Work Sessions are scheduled to follow the first school board meeting of the month. School Board Work Sessions typically start ten minutes after the adjournment of the preceding School Board Business Meeting.

2021			
Monday`	July 19	6 pm 7 pm	Listening Time Regular Meeting
Monday	August 2	6 pm	Business Meeting Work Session
Monday	August 16	6 pm 7 pm	Listening Time Regular Meeting
Wednesday	September 8	6 pm	Business Meeting Work Session
Wednesday	September 22	6 pm 7 pm	Listening Time Regular Meeting
Monday	October 4	6 pm	Business Meeting Work Session
Monday	October 18	6 pm 7 pm	Listening Time Regular Meeting
Monday	November 1	6 pm	Business Meeting Work Session
Tuesday	November 2		Election Day
Monday	November 15	6 pm 7 pm	Listening Time Regular Meeting
	Nov/Dec TBD		Closed Session for Supt. Review
Monday	December 6**	6 pm 7 pm	Truth in Taxation Business Meeting Work Session
Monday	December 20	6 pm 7 pm	Truth in Taxation (if needed) Listening Time Regular Meeting

2022			
Tuesday	January 4	6 pm	Organizational Meeting Business Meeting Work Session
Tuesday	January 18	6 pm 7 pm	Listening Time Regular Meeting
Monday	February 7	6 pm	Business Meeting Work Session
Tuesday	February 22	6 pm 7 pm	Listening Time Regular Meeting
Monday	March 7	6 pm	Business Meeting Work Session
Monday	March 21	6 pm 7 pm	Listening Time Regular Meeting
Monday	April 4	6 pm	Business Meeting Work Session
Tuesday	April 19	6 pm 7 pm	Listening Time Regular Meeting
Monday	May 9	6 pm	Business Meeting Work Session
Monday	May 23	6 pm 7 pm	Listening Time Regular Meeting
Monday	May 23	8 pm	Closed Session for Supt. Eval
Tuesday	June 7	6 pm	Business Meeting Work Session
Monday	June 20	6 pm 7 pm	Listening Time Regular Meeting



## School Board of Robbinsdale Area Schools

Regular Meeting – September 22, 2021

**AGENDA SECTION:** Adjournment

**ITEM:** 9. Adjournment

**COMMENTS BY:** David Boone, Chair

**Recommended Action:** Call the regular meeting to a close.

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### Adjournment of Regular Meeting – September 22, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_