Regular Business Meeting

Monday, September 12, 2022 6:00 PM
Deer River High School Media Center, 101 1st Avenue, Deer River, MN 56636

1. **Call to Order**
2. **Agenda Approval**
3. **Recognition of Visitors**
4. **Regular Business**

A. Approval of Minutes
B. Approval of Accounts Payable / Payroll / Transfers for August 2022
C. Approval of Consent Agenda

5. **Information Items**

A. Elementary Principal's Report
B. High School Principal's Report
C. Buildings and Grounds Department Report
D. Activities Program Report
E. Full Service Community Schools Program Report
F. Board Member or Committee Reports
G. Updating / Improving the High School Fitness Center
H. Superintendent's Report
I. First Readings - New or Revised Policies

6. **Action Items**

A. Approve posting for an Anishinaabe Language/Cultural Instructor for 6-7-8 grades.
B. Approve Professional Services Agreement with Hill City for Building and Grounds Services.
C. Approve MOU with DREA regarding Artile VI - Basic Schedules and Rates of Pay.

7. **Future Meetings**
8. **Adjournment**

Regular Business Meeting
Monday, August 8, 2022 6:00 PM Central

Deer River High School Media Center
101 1st Avenue
Deer River, MN 56636

1. Call to Order

2. Agenda Approval

Motion to approve. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

3. Recognition of Visitors
David Olson - DFC Program Coordinator : program update

4. Regular Business

4.A. Approval of Minutes, Monthly Meeting & Public Hearing on Tax Abatement - July 11, 2022

Motion to approve official minutes of the July 11, regular business meeting and public hearing on proposed tax abatement. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

4.B. Approval of Accounts Payable / Payroll / Transfers for July 2022

Motion to approve financial report. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

4.C. Approval of Consent Agenda

Motion to approve consent agenda items. This motion, made by LuAnn Robinson and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

5. Information Items

5.A. School Board Candidate Filing Period

5.B. Review of Safe Schools Plan

5.C. Elementary Principal's Report

5.D. High School Principal's Report

5.E. Activities Program Report

5.F. Building and Grounds Department Report

5.G. Full Service Community Schools Program Report

5.H. Board Member or Committee Reports
Pam Thompson: Spoke about PELSB meeting

5.I. Superintendent's Report

5.J. First Readings - New or Revised Policies
These policies are a priority for the upcoming school year.

Second Reading will be at the September meeting.

6. Action Items

6.A. Resolution to Award the Sale of Facilities Maintenance and Tax Abatement Bonds, Series 2022A

Motion to Introduce and Approve the Resolution to Award the Sale to the Preferred Bidder. This motion, made by Amanda Reed and seconded by LuAnn Robinson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

Matt Hammer speaker

6.B. Policy 534 - Second Reading

Motion to approve following second reading. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.C. Mandatory Annual Review Policies

Motion to approve the revised Policy 722 to align with MSBA recommendations and Policy 506 with no change. This motion, made by LuAnn Robinson and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D. Approval of Deer River High School Student and Teacher Handbooks

Motion to approve Deer River High School Student and Teacher Handbooks. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.E. Approval of Student Activities and Coach/Advisor Handbooks

Motion to approve Student Activities and Coach/Advisor Handbooks. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.F. Approval of King Elementary School Student and Staff Handbooks

Motion to approve King Elementary School Student and Staff Handbooks. This motion, made by Pam Thompson and seconded by LuAnn Robinson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.G. Approval of Meal Prices for 2022-2023 School Year

Motion to approve meal prices for 2022-2023 school year. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.H. Approval of Substitute Pay Rates for 2022-2023 School Year

Motion to approve substitute pay rates. This motion, made by Pam Thompson and seconded by LuAnn Robinson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.I. Approval of Speech Partners Service Contract

Motion to approve Speech Partners Service Contract. This motion, made by LuAnn Robinson and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.J. Certify Proposed 2022 and Payable 2023 Levies

Motion to certify at the maximum levy. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.K. Approve Truth in Taxation Meeting Date, Time, and Location

Motion to approve Truth in Taxation Meeting Date, Time, and Location. This motion, made by Amanda Reed and seconded by LuAnn Robinson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.L. Approve Administrator Association Master Contract

Motion to approve contract. This motion, made by LuAnn Robinson and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.M. Approve National FFA Convention Proposal

Motion to approve FFA Convention. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.N. Approve Alternative to Suspension Assistant position to be added to AFSCME Union Grade 4 and posted

Motion to approve Alternative to Suspension Assistant position to be added to AFSCME Union, Grade 4 and posted. This motion, made by Amanda Reed and seconded by LuAnn Robinson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6.O. Approve Retiree Re-Employment Agreement for .5 Chemistry Teaching Position

Motion to approve Retiree Re-employment Agreement for .5 Chemistry Teaching position. This motion, made by LuAnn Robinson and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

7. Future Meetings

8. Adjournment

Motion to adjourn. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Kyle Fairbanks: Absent, Lloyd Kongsjord: Absent, Travis Anttila: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

Special Board Meeting
Wednesday, August 24, 2022 6:00 PM Central

Deer River High School Media Center
101 1st Avenue
Deer River, MN 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Absent
Amanda Reed:	Present
LuAnn Robinson:	Absent
Pam Thompson:	Present

Present: 4, Absent: 2.

1. Call to Order
Guests: Mandy Windorski, Brent Schimek

2. Approval of Consent Agenda.
Motion to approve consent agenda. This motion, made by Kyle Fairbanks and seconded by Pam Thompson, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

3. Approve a retention stipend of $3,500 based on FTE and start date for Deer River At-Will employees, which includes ISD 317 Board Members.
Motion to approve retention stipend. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

4. Approve Business Manager IASC stipend of $10,000 each year for 2022-2024 school years.
Approve Business Manager IASC Stipend. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

5. Approve Payroll IASC stipend of $3,000 each year for 2022-2024 school years.
Approve Payroll IASC stipend. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

6. Approve a stipend of $5,000 for Amie Hanson to perform duties related to Executive Assistant to the Superintendent.

Approve a stipend of $5,000 for Amie Hanson to perform duties related to Executive Assistant to the Superintendent. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

7. Approve ISD 317 22-23 Employee Handbook.
Motion to approve ISD 317 22-23 Employee Handbook. This motion, made by Amanda Reed and seconded by Pam Thompson, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

8. Approve to request 60% Buildings and Grounds services from Hill City.
Approve to request 60% Buildings and Grounds services from Hill City and enter into negotiations. This motion, made by Amanda Reed and seconded by Kyle Fairbanks, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

9. Approve a new Safe Learning plan which will reflect the current CDC recommendations.
Approve new Safe Learning Plan. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
Lloyd Kongsjord: Absent, LuAnn Robinson: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

10. Adjournment
Motion to approve: Amanda Reed

ISD #317 - Deer River

Cash & Investment Balances

Month Ended August 31st, 2022

Funds	Cash Balance 7/31/2022	Receipts	Adjustments / Disbursements	Cash Balance 8/31/2022
General	$3,240,428.46	$2,026,994.43	$2,320,897.22	$2,946,525.67
Food Service	$299,780.10	$392.80	$46,115.29	$254,057.61
Transportation	-$2,158,225.51	$2,516.55	-$612,967.86	-$1,542,741.10
Community Service	-$39,513.43	$10,073.35	-$73,919.80	$44,479.72
Capital Expenditure	-$517,432.94	$0.00	-$361,717.64	-$155,715.30
Building Construction Fund	$0.00	$0.00	$0.00	$0.00
Debt Service	$889,250.70	$71,687.25	-$81,284.59	$1,042,222.54
Trust	$36,197.34	$0.00	$0.00	$36,197.34
Activities	$52,889.87	$282.88	-$2,203.63	$55,376.38
OPEB Trust Cash/Investments	$1,028,171.69	$5,188.75	$10,777.00	$1,022,583.44
Totals	$2,831,546.28	$2,117,136.01	$1,245,695.99	$3,702,986.30

Bank Account Balances

MMDA	$28,274.03
MSDLAF+	$2,542,341.31
Payroll Checking	$366,855.11
MN Trust/PMA	$91.29
Woodland Savings	$50,005.80
Flex Benefit Cash	$28,528.39
Petty Cash	$1,260.00
OPEB Trust Investments	$1,032,899.31
Plus Outstanding Deposits	$0.00
Less Oustanding Checks	-$347,268.94

Adjusted Bank Account Balances	$3,702,986.30
Flex Benefit Cash	-$28,528.39
OPEB Trust Cash/Investments/Debt Service	-$1,022,583.44
Cash Available to Meet Current Liabilities	**$2,651,874.47**

Deer River ISD #317
Trial Balance Summary Report

Periods: 202302 To: 202302

Comp	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Account Description	Fin Code	Class	Sub Class	Starting Balance	Debits	Credits	Ending Balance
0317	B	01	101	000				F	Cash - MSDLAF+	B	100	00	906,368.11	2,125,329.19	1,157,886.41	1,873,810.89
0317	B	01	101	005				F	Cash - Flex Benefits Accour	B	100	00	29,293.56	0.00	765.17	28,528.39
0317	B	01	101	010				F	Cash - Woodland Bank	B	100	00	83,410.91	248,037.66	320,383.36	11,065.21
0317	B	01	101	020				F	Cash in Payroll	B	100	00	112,890.01	1,249,164.51	1,243,820.54	118,233.98
0317	B	01	101	030				F	Cash-MN Trust/PMA	B	100	00	865,420.35	1.05	1,800.00	863,621.40
0317	B	01	101	060				F	Cash - Woodland Savings	B	100	00	90,593.00	5.80	40,593.00	50,005.80
0317	B	01	102	000				F	Petty Cash	B	100	00	260.00	1,000.00	0.00	1,260.00
0317	B	02	101	000				F	Cash - MSDLAF+	B	100	00	(332,610.87)	0.00	47,279.19	(379,890.06)
0317	B	02	101	010				F	Cash - Woodland Bank	B	100	00	(85,157.26)	392.80	528.61	(85,293.07)
0317	B	02	101	020				F	Cash in Payroll	B	100	00	(49,566.47)	19,508.49	18,974.95	(49,032.93)
0317	B	02	101	030				F	Cash-MN PMA/Trust	B	100	00	768,273.67	0.00	0.00	768,273.67
0317	B	03	101	000				F	Cash - MSDLAF+	B	100	00	(1,558,040.55)	2,516.55	3,679.36	(1,559,203.36)
0317	B	03	101	010				F	Cash - Woodland Bank	B	100	00	(13,722.75)	0.00	0.00	(13,722.75)
0317	B	03	101	020				F	Cash in Payroll	B	100	00	(6,126.57)	4,095.80	4,085.06	(6,115.83)
0317	B	03	101	030				F	Cash-MN PMA Trust	B	100	00	36,300.84	0.00	0.00	36,300.84
0317	B	04	101	000				F	Cash - MSDLAF+	B	100	00	(169,053.70)	2,913.35	3,974.69	(170,115.04)
0317	B	04	101	010				F	Cash - Woodland Bank	B	100	00	3,472.38	7,160.00	278.47	10,353.91
0317	B	04	101	020				F	Cash in Payroll	B	100	00	(9,277.65)	4,721.46	4,706.56	(9,262.75)
0317	B	04	101	030				F	Cash-MN Trust/PMA	B	100	00	213,503.60	0.00	0.00	213,503.60
0317	B	05	101	000				F	Cash - MSDLAF+	B	100	00	(141,913.58)	0.00	7,052.52	(148,966.10)
0317	B	05	101	010				F	Cash - Woodland Bank	B	100	00	(6,749.20)	0.00	0.00	(6,749.20)
0317	B	07	101	000				F	Cash - MSDLAF+	B	100	00	2,855,158.39	71,687.25	3,300.00	2,923,545.64
0317	B	07	101	030				F	Cash-MN Trust/PMA	B	100	00	(1,881,323.10)	0.00	0.00	(1,881,323.10)
0317	B	08	101	000				F	Cash - MSDLAF+	B	100	00	833.34	0.00	0.00	833.34
0317	B	08	101	010				F	Cash - Woodland Bank	B	100	00	35,364.00	0.00	0.00	35,364.00
0317	B	11	101	000				F	Cash	B	100	00	36,312.11	0.00	433.16	35,878.95
0317	B	11	101	010				F	Cash	B	100	00	19,786.12	282.88	247.47	19,821.53
0317	B	11	101	020				F	Cash in payroll	B	100	00	(38.98)	0.00	0.00	(38.98)
0317	B	11	101	030				F	Cash-MN Trust/PMA	B	100	00	(285.12)	0.00	0.00	(285.12)
0317	B	25	101	000				F	Cash Revocable Trust	B	100	00	(85,775.94)	0.00	5,188.84	(90,964.78)
0317	B	25	101	010				F	Cash	B	100	00	75,460.16	5,188.75	0.00	80,648.91
0317	B	25	104	000				F	OPEB Investments-Revoca	B	100	00	1,038,487.47	0.00	5,588.16	1,032,899.31
									Report Total:				$2,831,546.28	$3,742,005.54	$2,870,565.52	$3,702,986.30

Deer River ISD #317

Receipt Listing Report with Detail by Deposit

Fund Summary

Fund	Total
01	$2,026,994.43
02	$392.80
03	$2,516.55
04	$10,073.35
07	$71,687.25
11	$282.88
25	$5,188.75
Report Total	**$2,117,136.01**

Electronic Fund Transfers for ISD #317

	Amount	Date	Initiated By
PMA to MSDLAF+	$1,800.00	8/10/2022	JD
MSDLAF+ to Woodland-Payroll	$515,625.62	8/15/2022	JD
Woodland-MMDA to MSDLAF+	$250,000.00	8/16/2022	JD
Woodland-MMDA to MSDLAF+	$50,000.00	8/19/2022	JD
MSDLAF+ to Woodland-Payroll	$502,143.16	8/30/2022	JD

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending August 31, 2022

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01		General							
	010	Board of Education	42,045.00	2,132.12	11,343.45	27%	0.00	27%	30,701.55
	020	Superintendent	200,506.00	30,939.92	66,580.03	33%	0.00	33%	133,925.97
	050	School Adm	504,615.00	50,440.82	90,291.30	18%	0.00	18%	414,323.70
	105	General Administrative Support	176,500.00	7,627.11	22,600.39	13%	0.00	13%	153,899.61
	108	Admin Technology Services	9,900.00	0.00	2,400.00	24%	0.00	24%	7,500.00
	110	Business Services	474,819.00	43,842.61	98,032.44	21%	13.05	21%	376,773.51
	130	Community Relations	4,000.00	0.00	1,154.83	29%	0.00	29%	2,845.17
	140	Data Processing	20,000.00	0.00	10,154.60	51%	0.00	51%	9,845.40
	150	Legal Services	2,000.00	409.50	409.50	20%	0.00	20%	1,590.50
	199	School Elections	500.00	67.72	67.72	14%	0.00	14%	432.28
	200	Voluntary Pre-Kindergarten	175,000.00	0.00	0.00	0%	0.00	0%	175,000.00
	201	Kindergarten	251,723.00	0.00	0.00	0%	0.00	0%	251,723.00
	203	Elementary Education	2,004,063.00	19,973.50	152,634.98	8%	4,150.19	8%	1,847,277.83
	204	Title Programs	30,000.00	0.00	0.00	0%	0.00	0%	30,000.00
	206	Safe & Drug Free Schools	17,765.00	0.00	0.00	0%	0.00	0%	17,765.00
	211	Secondary	311,266.00	37,064.84	157,914.43	51%	458.04	51%	152,893.53
	212	Art	85,385.00	0.00	0.00	0%	0.00	0%	85,385.00
	216	Title I	379,301.00	0.00	0.00	0%	0.00	0%	379,301.00
	218	Gifted and Talented	12,228.00	0.00	0.00	0%	0.00	0%	12,228.00
	219	English Learner	15,944.00	0.00	0.00	0%	0.00	0%	15,944.00
	220	English	332,850.00	0.00	167.59	0%	0.00	0%	332,682.41
	230	Foreign Language	102,866.00	0.00	0.00	0%	140.00	0%	102,726.00
	231	Ojibwe	63,932.00	0.00	0.00	0%	0.00	0%	63,932.00
	240	Health Physical Ed	261,851.00	0.00	0.00	0%	392.65	0%	261,458.35
	255	Industrial Education	76,422.00	39.50	51.49	0%	1,527.30	2%	74,843.21
	256	Mathematics	330,213.00	0.00	0.00	0%	0.00	0%	330,213.00
	257	Computer Instruction	47,173.00	0.00	0.00	0%	346.39	1%	46,826.61
	258	Music	267,620.00	1,327.95	1,327.95	0%	1,797.00	1%	264,495.05
	260	Science	271,569.00	0.00	0.00	0%	0.00	0%	271,569.00

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending August 31, 2022

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General								
	270	Social Sciences	250,995.00	0.00	0.00	0%	58.90	0%	250,936.10
	275	Kindergarten Instruction	48,860.00	0.00	0.00	0%	0.00	0%	48,860.00
	276	Elementary Instruction	344,039.00	0.00	0.00	0%	0.00	0%	344,039.00
	280	Other Regular Inst	39,100.00	1,220.44	2,720.44	7%	0.00	7%	36,379.56
	291	Co-Curricular	23,769.00	0.00	0.00	0%	0.00	0%	23,769.00
	292	Boys/Girls Athletics	135,828.00	4,481.26	10,100.18	7%	17,249.19	20%	108,478.63
	294	Boys Athletics	134,736.00	13,947.88	14,750.88	11%	0.00	11%	119,985.12
	296	Girls Athletics	92,703.00	9.70	9.70	0%	0.00	0%	92,693.30
	298	Extra Curricular	2,562.00	0.00	60.38	2%	0.00	2%	2,501.62
	301	Agriculture Science	80,233.00	264.00	264.00	0%	150.00	1%	79,819.00
	361	Trade and Industrial	140,886.00	0.00	0.00	0%	0.00	0%	140,886.00
	380	Special Needs	5,215.00	0.00	0.00	0%	0.00	0%	5,215.00
	400	Special Ed - General (non-reim	53,504.00	0.00	0.00	0%	0.00	0%	53,504.00
	401	Speech Impaired	23,329.00	218.28	218.28	1%	541.20	3%	22,569.52
	402	DCD-MM	160,127.00	29.98	799.75	0%	221.62	1%	159,105.63
	403	Mental Imp-Mod/Sev	96,411.00	0.00	174.97	0%	0.00	0%	96,236.03
	404	Physically Impaired	58,580.00	0.00	163.30	0%	0.00	0%	58,416.70
	406	Visually Impaired	23,445.00	0.00	0.00	0%	0.00	0%	23,445.00
	407	Specific Learning Di	728,114.00	95.70	3,828.20	1%	0.00	1%	724,285.80
	408	Emotional Disorder	511,763.00	0.00	338.27	0%	110.00	0%	511,314.73
	410	Other Health Impairments	101,978.00	0.00	489.89	0%	0.00	0%	101,488.11
	411	Autistic Spectrum Disorders	60,261.00	0.00	163.30	0%	0.00	0%	60,097.70
	412	Developmentally Delayed (EC)	391,231.00	3,100.74	4,499.21	1%	0.00	1%	386,731.79
	414	Traumatic Brain Inj	7,102.00	0.00	0.00	0%	0.00	0%	7,102.00
	416	Severly Multiply Impaired	27,817.00	0.00	0.00	0%	0.00	0%	27,817.00
	420	Special Education	1,136,700.00	4,446.54	4,446.54	0%	0.00	0%	1,132,253.46
	421	School Psychologist	60,000.00	0.00	0.00	0%	0.00	0%	60,000.00
	422	ADSIS	431,927.00	0.00	0.00	0%	0.00	0%	431,927.00
	605	Gen Inst Support	769,297.00	28,079.19	30,728.45	4%	0.00	4%	738,568.55

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending August 31, 2022

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01		General							
	610	Curriculum/Assessment	327,042.00	0.00	0.00	0%	0.00	0%	327,042.00
	620	Library Media Center	139,175.00	178.28	750.12	1%	282.16	1%	138,142.72
	630	Human Relations	116,815.00	500.00	500.00	0%	0.00	0%	116,315.00
	640	Staff Development	129,467.00	774.08	1,969.72	2%	0.00	2%	127,497.28
	680	Instruc-Related Technology	618,012.00	59,293.79	240,802.03	39%	6,077.48	40%	371,132.49
	710	Counseling-Guidance	163,164.00	608.65	608.65	0%	0.00	0%	162,555.35
	715	School Security	0.00	0.00	17,500.00	0%	0.00	0%	(17,500.00)
	720	Health Services	124,239.00	0.00	0.00	0%	2,130.10	2%	122,108.90
	740	Interventionist	94,763.00	0.00	0.00	0%	0.00	0%	94,763.00
	790	Other Pupil Support	534,485.00	36,860.41	65,455.79	12%	0.00	12%	469,029.21
	810	Plant Operations	1,172,852.00	110,061.35	207,855.14	18%	76,139.82	24%	888,857.04
	850	Capital Facilities	0.00	338.94	338.94	0%	2,569.92	0%	(2,908.86)
	940	Insurance	70,000.00	2,084.20	87,468.55	125%	0.00	125%	(17,468.55)
01		**General**	15,902,582.00	460,459.00	1,312,135.38	8%	114,355.01	9%	14,476,091.61
02		Food Service							
	770	Food Services	818,082.00	35,792.51	43,331.36	5%	22,605.58	8%	752,145.06
02		**Food Service**	818,082.00	35,792.51	43,331.36	5%	22,605.58	8%	752,145.06
03		Transportation							
	760	Pupil Transportation	927,322.00	3,679.36	11,564.97	1%	0.00	1%	915,757.03
03		**Transportation**	927,322.00	3,679.36	11,564.97	1%	0.00	1%	915,757.03
04		Community Service							
	505	Community Education	31,500.00	1,374.94	2,749.88	9%	0.00	9%	28,750.12
	570	School - Age Care	10,000.00	2,171.87	4,437.60	44%	0.00	44%	5,562.40
	580	Early Childhood Family Educ	57,909.00	0.00	0.00	0%	0.00	0%	57,909.00
	582	School Readiness	136,701.00	0.00	0.00	0%	0.00	0%	136,701.00
	583	Preschool Screening	3,715.00	0.00	0.00	0%	0.00	0%	3,715.00
	585	YouthDevel/Servs/After School	37,068.00	427.88	855.76	2%	0.00	2%	36,212.24
	591	Youth Service/Development	5,943.00	278.47	581.85	10%	0.00	10%	5,361.15
04		**Community Service**	282,836.00	4,253.16	8,625.09	3%	0.00	3%	274,210.91

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending August 31, 2022

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
05	Capital Expenditure								
108	**Admin Technology Services**		5,556.00	0.00	7,058.70	127%	0.00	127%	(1,502.70)
140	**Data Processing**		36,623.00	0.00	35,443.05	97%	0.00	97%	1,179.95
203	**Elementary Education**		24,800.00	0.00	0.00	0%	0.00	0%	24,800.00
211	**Secondary**		25,800.00	0.00	0.00	0%	0.00	0%	25,800.00
680	**Instruc-Related Technology**		91,958.00	0.00	21,463.08	23%	0.00	23%	70,494.92
810	**Plant Operations**		666.00	0.00	0.00	0%	0.00	0%	666.00
850	**Capital Facilities**		39,920.00	0.00	17,500.00	44%	0.00	44%	22,420.00
865	**LTFM <$100,000**		81,143.00	7,052.52	9,475.10	12%	0.00	12%	71,667.90
05	**Capital Expenditure**		306,466.00	7,052.52	90,939.93	30%	0.00	30%	215,526.07
07	Debt Redemption								
910	**Debt Redemption**		1,864,113.00	3,300.00	218,778.13	12%	0.00	12%	1,645,334.87
07	**Debt Redemption**		1,864,113.00	3,300.00	218,778.13	12%	0.00	12%	1,645,334.87
08	Trust Fund								
960	**Other Nonrecurring Items**		2,500.00	0.00	0.00	0%	0.00	0%	2,500.00
08	**Trust Fund**		2,500.00	0.00	0.00	0%	0.00	0%	2,500.00
11	Student Activities								
298	**Extra Curricular**		55,000.00	680.63	(1,836.63)	(3%)	0.00	(3%)	56,836.63
11	**Student Activities**		55,000.00	680.63	(1,836.63)	(3%)	0.00	(3%)	56,836.63
25	OPEB Revocable Trust								
935	**Post Employment Benefits**		72,250.00	5,209.67	9,533.00	13%	0.00	13%	62,717.00
25	**OPEB Revocable Trust**		72,250.00	5,209.67	9,533.00	13%	0.00	13%	62,717.00
		Report Totals:	20,231,151.00	520,426.85	1,693,071.23	8%	136,960.59	9%	18,401,119.18



Deer River High School
ISD #317
101 1st Avenue NE
Deer River, MN 56636

Brent Schimek
Activities Director/Dean

bschimek@isd317.org
Phone: 218-246-3410

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Brent Schimek

Date Sept 6, 2022

Re: Recommendation for Head B/G Track

I would like to recommend Kole Schultz for Head Boys and Girls Track position.

Deer River High School
101 First Avenue NE
PO Box 307
Deer River, MN 56636
"Home of the Warriors"

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King Elementary School
504 5th St. SE
PO Box 307
Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Joseph Akre

Date: 9/7/2022

Re: Recommendation for Paraprofessional position

On 09/07/2022, I interviewed one candidate for the Paraprofessional position available at Deer River Schools for the 2022/23 school year. I would like to recommend Ms. Samijo Grife for the position.

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King Elementary School
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PO Box 307
Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Jennifer Stefan

Date: September 2, 2022

Re: Recommendation for Paraprofessional Hire

On August 30, 2022, I interviewed a candidate for open paraprofessional positions available at King Elementary for the 2022-2023 school year. After discussing the strengths and qualities of the candidates at length, I would like to recommend Brianna Jerry for a paraprofessional position.

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Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Jennifer Stefan

Deer River High School
101 First Avenue NE
PO Box 307
Deer River, MN 56636
"Home of the Warriors"

Date: September 2, 2022

Re: Recommendation for Paraprofessional Hire

On August 29, 2022, I interviewed a candidate for open paraprofessional positions available at King Elementary for the 2022-2023 school year. After discussing the strengths and qualities of the candidates at length, I would like to recommend Amaiah Gullickson for a paraprofessional position.

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bagosendam. minawaanigozi. gashkitoon.

King Elementary School
504 5th St. SE
PO Box 307
Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Ara Anderson

Date: 8/31/22

Re: Recommendation for Hire

On 8/29/2022, an interview committee consisting of Joe Akre and I interviewed two candidates for the Alternative to Suspension assistant position available at Deer River Schools for the 2022-23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Lindsay Rooney for the position.

DEER RIVER SCHOOLS

Mandy Windorski <mwindorski@isd317.org>

Fwd: Employment

Jennifer Stefan <jstefan@isd317.org> Thu, Sep 1, 2022 at 11:04 AM
To: Mandy Windorski <mwindorski@isd317.org>, Hunter Dubbels <hdubbels@isd317.org>

Sent from my iPhone

Begin forwarded message:

From: Kenzie Larson <klarson@isd317.org>
Date: August 29, 2022 at 3:19:26 PM CDT
To: Jennifer Stefan <jstefan@isd317.org>
Subject: Employment

Hello,
Unfortunately I am not feeling 100% ready to go back to work full time. I want to do my very best when I do come back and am feeling very very overwhelmed with jumping right back in. That being said, I am not going to be able to take on the Monday-Friday position, but would be very interested in subbing this year or even to start the year off. I am very sorry to have changed my mind. I am very grateful to have been given the opportunity to work at King again and hope that I am able to return when I am 100% ready. I love the kids and love the school! Thanks and I'm sorry again, and please let me know who to contact or what I need to do to get on the sub list and slowly get my foot in the door again.
Thanks,
Kenzie

LETTER OF RESIGNATION

Tonya Nistler
35346 W Inkey Lake Road
Grand Rapids MN, 55744
(218)616-2659

King Elementary School
500 5th street
DEER RIVER, MN, 56636

August 24, 2022

Dear Jennifer Stefan and Pat Rendle,

This letter is to formally inform you of my resignation as a paraprofessional at King Elementary School. I will not be starting this fall for the 2022/2023 school year.

It has been a heartbreaking decision for me because I have given everything I have to the school, specifically the D.CD. room in the past 6 years. During my time at King I have thoroughly enjoyed myself with the students and staff. I have done the best that I could to support the students and their specific needs. I enjoyed helping train new staff to the best of my abilities in order to provide proper individual care for all the students in our room.

I feel the need to share why I have to leave, the new paraprofessional contract and the changes that come along with it have made it so financially I cannot stay. The cost of insurance is so high for paraprofessionals that it is over half my pay, that does not leave me enough to help support my family. I feel as if there is more emphasis on finding new staff and giving them incentives to work. When it comes to the staff who have been there for years the district is not showing them appropriate appreciation for their time and dedication to the school and children. I hope that in the future changes can be made in order to keep staff that truly want to be there. The feeling that I am being pushed out due to these circumstances is something that is really hard for me to come to terms with because my passion for the job is so strong that making these decisions does not come lightly.

I will miss King School, the students and staff immensely, but I have to pursue something that can better support my family. It is hard to put these things into words, so if you feel the need to understand these things further I am more than willing to accept a phone call or meet with you.

Sincerely,

Tonya Nistler

DEER RIVER SCHOOLS

Mandy Windorski <mwindorski@isd317.org>

Re: Kacie Miller

1 message

Joe Akre <jakre@isd317.org> Sat, Sep 3, 2022 at 7:38 PM
To: Mandy Windorski <mwindorski@isd317.org>

Please do.

On Fri, Sep 2, 2022 at 12:46 PM Mandy Windorski <mwindorski@isd317.org> wrote:

> I am going to terminate her employment
>
> On Fri, Sep 2, 2022 at 11:32 AM Joe Akre <jakre@isd317.org> wrote:
>
> > No word
> >
> > On Fri, Sep 2, 2022 at 10:49 AM Mandy Windorski <mwindorski@isd317.org> wrote:
> >
> > > I called, emailed and texted Kacie Miller and haven't heard back so I am assuming she is not returning.
> > > Let me know if you have heard differently.
> > > Thank you
> > >
> > > --
> > > **Mandy Windorski**
> > > Human Resources Manager
> > > (218) 246-2420 Ext 60208
> > > mwindorski@isd317.org
> > > ISD #317 and IASC #6070
> > > 101 1st Ave NE
> > > PO Box 307
> > > Deer River MN 56636
> >
> > --
> >
> > No river can return to its source, yet all rivers must have a beginning. - Tribe Unknown
>
> --
> **Mandy Windorski**
> Human Resources Manager
> (218) 246-2420 Ext 60208
> mwindorski@isd317.org
> ISD #317 and IASC #6070
> 101 1st Ave NE
> PO Box 307
> Deer River MN 56636

--

No river can return to its source, yet all rivers must have a beginning. - Tribe Unknown

9/2/22

Morgan Hopkins, *formerly Morgan Hanson*
35049 Lake Street
Cohasset, MN 55721

September 1, 2022

Mandy Windorski
Human Resources Director
Independent School District # 317
101 1st Ave NE
Deer River, MN 56636

Dear Ms. Windorski,

Please accept this letter as my formal resignation from the position of Health Care Navigator in the Full Service Community Schools program at Independent School District # 317, effective September 16th, 2022.

This was an incredibly hard decision, knowing I've developed many lifelong relationships and lasting memories during my time with the district. I greatly appreciate the opportunities this position has given me to make a positive difference. The Full Service Community Schools model is a movement I believe in whole-heartedly, and hope it continues to grow for many years to come.

The passion I have for the Deer River community is something I will carry with me into the next chapter of my journey. While I won't be an official employee, I want to continue being involved through volunteer opportunities and public events. Anyone who's had the pleasure of being part of this district, knows how truly special it is.

Thank you for allowing me to be a part of the Full Service Community Schools program and Independent School District # 317.

Kind regards,

Morgan Hopkins

Morgan Hopkins, *formerly Morgan Hanson*

---------- Forwarded message ---------
From: **Tanya Mickolio** <tmickolio@isd317.org>
Date: Mon, Sep 5, 2022 at 10:31 PM
Subject: Letter of Resignation
To: Jennifer Stefan <jstefan@isd317.org>

Dear Jen, I am resigning from my para-position at King Elementary.
Tanya Mickolio

--
Jennifer Stefan
King Elementary Principal
500 Southeast 5th Street
Deer River, MN 56636

246-8860 ext. 60401

jstefan@isd317.org

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Mandy Windorski <mwindorski@isd317.org>

Para Assignment

Alexandria Stevens <alexthepanda95@gmail.com> Wed, Aug 31, 2022 at 11:00 AM
To: Mandy Windorski <mwindorski@isd317.org>

I talked with Joe ackre and told him at the end of the 2022 school year that I would not be attending the position this 2022-2023 school year.

Sent from my iPhone

> On Aug 31, 2022, at 10:42, Mandy Windorski <mwindorski@isd317.org> wrote:
>
> [Quoted text hidden]

August 25, 2022

Subject: Maternity Leave Request

To Whom It May Concern,

I am writing this letter to inform you of my pregnancy and my intention to take maternity leave. I am due on December 4, 2022, however, it is highly likely that I will give birth earlier than my due date, given the risks associated with my pregnancy. Enclosed with this letter you will find a medical form with my doctor's confirmation of my pregnancy. It is my intention to start my maternity leave on November 21, 2022, and return to work on March 13, 2023, barring any unforeseen circumstances.

~~I appreciate your consideration of my request, as the leave would allow me to physically recover and~~ care for my new baby. If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

Ashley Buell

Third Grade Teacher

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PO Box 307
Deer River, MN 56636
Home of the Warriors

KING ELEMENTARY SCHOOL
504 5th St. SE
PO Box 307
Deer River, MN 56636
King Pride

Consent Agenda

September 2022

~Any Board Member may request that any item be removed from this consent agenda and moved to a regular agenda item~

- Appointments:
  Kole Schultz, High School Head Boys and Girls Track Coach – Effective April 2023
  Sami Jo Grife, King Paraprofessional -Effective September 8, 2022
  Brianna Jerry, King Paraprofessional -Effective September 6, 2022
  Amaiah Gullickson, King Paraprofessional -Effective September 6, 2022
  Lindsay Rooney, Alternative to Suspension Assistant – Effective September 6, 2022

- Resignations/Retirements:
  Kenzie Larson, King Paraprofessional -Effective August 29th, 2022
  Tonya Nistler, King Paraprofessional -Effective August 24, 2022
  Kacie Miller, High School Paraprofessional -Effective September 2nd, 2022
  Morgan Hopkins (Hanson), Full-Service Community Navigator -Effective September 6, 2022
  Tanya Mickolio, King Paraprofessional – Effective September 5, 2022
  Alexandria Stevens, High School Paraprofessional -Effective August 31, 2022

- Other
  Ashely Buell, King Elementary Teacher, Maternity Leave request from approximately November 21, 2022- March 13, 2023

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504 5th St. SE
PO Box 307
Deer River, MN 56636
King Pride

TO: ISD 317 Board of Directors
FROM: Jennifer Stefan
Date: September 8, 2022

Resilient and Supported Students

King School Open House - August 31

Early Childhood Open House - September 12

PBIS King Pride lessons

High Quality Instruction and Equipped and Supported Staff

Early Out September - Team Time, PBIS/Behavior Support Meeting, District Teaching and Learning Overview

Respectfully Submitted,

Jennifer Stefan

TO: ISD 317 Board of Directors
FROM: Joseph Akre
DATE: 09/08/2022

Safe, Welcoming and Trusting Environment:
Open House; very well attended and well received.
Opening week was a success.
Smudging ceremony; Andy Jackson

Effective and Efficient Systems:
Ara Anderson/Dr Delana Smith
ATS program
FOCUS program
Middle School Language/Cultural program. Request to post.

Partnerships:
Anishinaabe Education is partnering with the Bug School in the collection of Black Ash for the making of Lacrosse sticks. Plans are being made to start an intermural league between the two schools.
Upcoming Events:

Respectfully Submitted
Joseph G. Akre

August 2022 Happenings in the Buildings and Grounds Dept

- Completed repairs on HS and King Roof, storm damage
- Waiting on delivery of King School desks
- HVAC maintenance person did not renew his contract, last work day was 31 August
- Both custodians that attended Boiler License class, passed the class and have a Special Boiler License
- Finished up with Annual HVAC System maintenance, Filters, grease, descaling etc…Made repairs to various roof top units
- Received completed commissioning report on King Elementary
- Hired new employee Zyon W……
- Completed deep cleaning of all rooms at both HS and King
- Completed Fire Alarm and SprinklerTesting at Both Schools
- Completed repairs on HS Kitchen Boiler and HS Washing Machine
- Added wood chips to King Playground

School Board Meeting
September 12, 2022

Integrated Student Support
Student Survey for 6-12 to determine FS needs

Expanded Learning Time and Opportunities
Working with targeted services to plan some after school programming
Tech Hub is close to opening

Family and Community Engagement
Pop Up Pantry-September 6 continuing to serve 30+ families each month
Planning parent nights for SY 22-23
Outreach ideas for Ball Club and Inger

Collaborative Leadership and Practices
Meet with Cathy Castle-Itasca Co received at housing grant
Participated with IEDC and LLBO for community connections in Inger

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minnesota Statutes section~~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. §~~Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

A. "Academic standard" means a summary description of student learning in a required content area or elective content area.

B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

C. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.

D. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.

E. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:

1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;

2. student performance on the Minnesota Comprehensive Assessments;

3. high school graduation rates; and

4. career and college readiness under ~~Minn. Stat. §~~Minnesota Statutes section 120B.30, subdivision~~Subd.~~ 1.

F. "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.

G. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world's best workforce and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in state and federal law*;*

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identify the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section~~Minn. Stat. §~~ 123B.147, subdivision~~Subd.~~ 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes section~~Minn. Stat. §~~ 120B.35, subdivision~~Subd.~~ 3(b)(2), and teacher evaluations under Minnesota Statutes section~~Minn. Stat. §~~ 122A.40, Subd. 8, or 122A.41, subdivision~~Subd.~~ 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan.

B. School district site and school site goals shall include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:

[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]

a. reading, writing, speaking, listening, and viewing in the English language;

b. mathematical and scientific concepts;

c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);

d. creative and critical thinking, decision making, and study skills;

e. work readiness skills;

f. global and cultural understanding.

2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:

a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;

b. bring many perspectives, including historical, to contemporary issues;

c. develop an appreciation and respect for democratic institutions;

d. communicate and relate effectively in languages and with cultures other than the student's own;

e. practice stewardship of the land, natural resources, and environment;

f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.

3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.

4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:

a. establishing and achieving personal and career goals;

b. adapting to change;

c. leading a healthy and fulfilling life, both physically and mentally;

d. living a life that will contribute to the well-being of society;

e. becoming a self-directed learner;

f. exercising ethical behavior.

5. Students will be given the opportunity to acquire human relations skills necessary to:

a. appreciate, understand, and accept human diversity and interdependence;

b. address human problems through team effort;

c. resolve conflicts with and among others;

d. function constructively within a family unit;

e. promote a multicultural, gender-fair, disability-sensitive society.

[Note: School district and site goals example courtesy of the Winona School District.]

C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.

2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.

[Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]

3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.

4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:
   (a) a summary of the district's efforts to screen for dyslexia;

   (b) the number of students screened for that reporting year; and

   (c) the number of students demonstrating characteristics of dyslexia for that year.

5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section~~Minn. Stat. §~~ 125A.56, subdivision~~Subd.~~ 1.

6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:

   a. the student's reading proficiency as measured by a locally adopted assessment;

   b. reading-related services currently being provided to the student and the student's progress; and

   c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

   This provision may not be used to deny a student's right to a special education evaluation.

7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.

[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph~~.~~ 8.]

8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the

school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
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.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals ~~2000~~)
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 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 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

533 WELLNESS

[Note: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[Note: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

[Note: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[Note: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations section~~C.F.R. §~~ 210.10 and the meal requirements for breakfasts set forth in Code of Federal Regulations section~~7 C.F.R. §~~ 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.

7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

[Note: Healthy party ideas are available from the USDA.]

b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

[Note: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[Note: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[Note: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[Note: Per Minnesota Statutes section~~, Stat. §~~ 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

[Note: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[Note: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public

about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[Note: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations section~~C.F.R. §~~ 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References:
Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act ~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources:
Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of "conditional procedures" with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minnesota Statutes sections 121A.66, 121A.67, Subd. 1, as well as Minnesota Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minnesota Statutes section 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family

Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, 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.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67~~, Subd. 2~~ (Removal by Police Officer)~~Aversive and Deprivation Procedures)~~
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities~~IDEA Regulation Regarding Involvement of Law Enforcement~~)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 526

Orig. 1997

Rev. ~~2010~~ 2014

526 HAZING PROHIBITION

[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minnesota Statutes section~~Minn. Stat. §~~ 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minnesota Statutes section~~Minn. Stat. §~~ 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this policy.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

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

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

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

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

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

III. DEFINITIONS

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

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

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

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

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

5. Any activity that causes or requires the student to perform a task that

involves violation of state or federal law or of school district policies or regulations.

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

C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.

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

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

IV. REPORTING PROCEDURES

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

B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves

the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

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

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

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

V. SCHOOL DISTRICT ACTION

A. ~~Upon~~ Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at ~~its~~ their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students, or others pending completion of an investigation of alleged hazing prohibited by this policy.

C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~C~~ D. Upon completion of ~~the~~ an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements~~,~~; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act~~,~~; and applicable school district policies~~,~~ and regulations.

~~D~~ 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 ~~involved in a hazing incident and~~ who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law~~, based on a confirmed report~~.

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

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

A. This policy shall appear in each school's student handbook and in each school's

building and staff handbooks.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § ~~121A.0695~~ 121A.031 (School Student Bullying Policy ~~Board Policy; Prohibiting Intimidation and Bullying~~)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

516 STUDENT MEDICATION

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An "Administrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in ~~Minn. Stat. §~~Minnesota Statutes section 152.22, subdivision~~Subd.~~ 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law~~,~~ and must be administered in a manner consistent with the instructions on the label.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504

plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under ~~Minn. Stat. §~~Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

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

K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

b. the inhaler is properly labeled for that student; and

c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

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

6. Medications:

a. that are used off school grounds;

b. that are used in connection with athletics or extracurricular activities; or

c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

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

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

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop

and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

a. possess epinephrine auto-injectors; or

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

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

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

L. "Parent" for students 18 years old or older is the student.

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

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

N. Procedure regarding unclaimed drugs or medications.

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

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency

regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References:
Minn. Stat. § 13.32 (Educational~~Student Health~~ Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
~~Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)~~
~~Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)~~
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers
Minn. Stat. § 152.01 (Definitions)
~~Minn. Stat. § 151.212 (Label of Prescription Drug Containers)~~
Minn. Stat. § 152.22 (~~Medical Cannabis;~~ Definitions)
Minn. Stat. § 152.23 (~~Medical Cannabis;~~ Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

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

PROFESSIONAL SERVICES AGREEMENT

Business Manager Services

THIS AGREEMENT entered into between INDEPENDENT SCHOOL DISTRICT NO. 2, HILL CITY, hereinafter referred to as "Hill City", and INDEPENDENT SCHOOL DISTRICT NO. 317, DEER RIVER SCHOOLS, hereinafter referred to as "Deer River".

RECITALS

The parties hereto recite and declare as follows:

A. Both Hill City and Deer River are public school districts created by, and operating under, the laws of the state of Minnesota.

B. Deer River desires to purchase and obtain from Hill City part-time Building and Grounds services.

C. Hill City desires and agrees to provide the needed Building and Grounds services to Deer Ricer, as set forth herein.

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

I. DESCRIPTION OF WORK:

Hill City shall provide to Deer River the following professional services:

A. .6 FTE Building and Grounds Services;

II. DURATION:

A. This Agreement shall commence on September 16, 2022, for an initial term of nine and a half month and shall then automatically renew for additional one year terms (July 1 to June 30) at the beginning of each new fiscal year (July 1) thereafter, unless either party gives written notice to the other party to terminate this Agreement in accordance with the following paragraph.

B. Either patty may opt-out-of or terminate this Agreement by providing the other party with written notice of intent to do so by no later than April 30th for the Agreement to be terminated effective on June 30th of that year. If said written notice is not provided on or before April 30th, then this Agreement shall automatically continue and be in full force and effect for the next fiscal year (July 1 to June 30).

III. PAYMENT:

Deer River shall pay to Hill City for the aforementioned services, as follows:

Hill City shall calculate its total costs for its Building and Grounds Supervisor for each year of this agreement and Deer River shall pay to Hill City fifty percent (60%) of those costs in a way and manner agreed upon by the parties.

Time utilization of the Building and Grounds services by Deer River shall be re- evaluated every six months during this agreement which may result in a modification of the percentage paid by Deer River for the Building and Grounds services. If the parties are unable to agree on the modified percentage, the parties shall agree to mandatory mediation of the issue. If the matter cannot be resolved through mediation, either party can terminate this agreement within 30 days after the mediator declares an impasse.

IV. PERSONNEL PERFORMING SERVICES:

A. Personnel or employees of Hill City assigned by Hill City to perform the professional services described above shall be. during the term of this agreement, qualified and properly licensed to perform the duties and services contemplated and intended by this agreement. Hill City agrees that it shall provide the Superintendent of Deer River with the identity and curriculum vitae of the person(s) it intends to assign to the performance of these services at the commencement of the school year, and that every reasonable effort shall be made to provide continuity in the performance of these services throughout the school year. The parties shall meet and confer prior to any such assignment, and must agree on the person(s) assigned by Hill City to perform the services.

Hill City agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services

contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B. Hill City assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

C. Hill City shall not be permitted to subcontract any of the services to be provided hereunder to any other entity, without the express written consent of Deer River.

V. RELATIONSHIP OF PARTIES:

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with Hill City. However, Hill City agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B. Hill City and its employees/personnel performing services under this contract are not to be considered as agents or employees of Deer River for any purpose, and Hill City's personnel/employees will not be entitled to any benefits from Deer River nor to any of the benefits and rights which Deer River provides its own employees.

VI. COMPLIANCE WITH POLICIES AND PROCEDURES:

A. Hill City agrees that its personnel/employee assigned to perform services under this contract shall fully comply with all policies and procedures of Deer River, and will be subject to onsite, day-to-day direction of the superintendent of Deer River relative to the performance of such services, so as to conform to the needs and mission of Deer River. Any deficiency, failure, or refusal on the part of any employees of Hill City assigned to perform the services with regard to compliance with the policies and procedures of Deer River and the directions of its site administrator or superintendent shall be both orally and in written form brought to the attention of the designated Hill City administrator having oversight responsibilities over said employee.

B. Hill City agrees that its employee assigned to perform services under this agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such employee, whether by omission

or commission, shall not violate any of the policies and rules of Hill City; with any such violation of policy or rule to be considered also a violation of policy or rule of Deer River.

C. Hill City agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by the employee assigned by Hill City to perform services under this agreement shall be dealt with by Hill City, and shall be subject to Hill City's collective bargaining agreement and disciplinary process.

E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

W. LIABILITIES AND INDEMNIFICATION:

A. Hill City shall be solely liable for the actions, conduct. and/or wrongdoing, whether by omission or commission. of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. Hill City agrees that it shall hold Deer River harmless from and for any claim or cause of action which might arise therefrom.

B. Deer River shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees. Deer River agrees that it shall indemnify and hold Hill City harmless from and for any claim or cause of action which might arise therefrom.

'8111. DISPUTE RESOLUTION:

Other than as specifically provided herein, the parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration by selecting a retired judge or other qualified neutral arbitrator to conduct a hearing on the issue. The parties shall split the cost of the arbitrator and any other costs associated with the arbitration. Under no circumstances shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

X'. TERMS TO BE EXCLUSIVE:

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

X. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

"Deer River": INDEPENDENT SCHOOL DISTRICT NO. 316, Deer River

By:_____
Chair

By:_____
Clerk

"Hill City": INDEPENDENT SCHOOL DISTRICT NO. 002, Hill City

By: _____
Chair

By: _____
Clerk

PROFESSIONAL SERVICES AGREEMENT

Business Manager Services

THIS AGREEMENT entered into between INDEPENDENT SCHOOL DISTRICT NO. 2, HILL CITY, hereinafter referred to as "Hill City", and INDEPENDENT SCHOOL DISTRICT NO. 317, DEER RIVER SCHOOLS, hereinafter referred to as "Deer River".

RECITALS

The parties hereto recite and declare as follows:

A. Both Hill City and Deer River are public school districts created by, and operating under, the laws of the state of Minnesota.

B. Deer River desires to purchase and obtain from Hill City part-time Building and Grounds services.

C. Hill City desires and agrees to provide the needed Building and Grounds services to Deer River, as set forth herein.

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

l. DESCRIPTION OF WORK:

Hill City shall provide to Deer River the following professional services:

A. .6 FTE Building and Grounds Services;

ll. DURATION:

A. This Agreement shall commence on September 16, 2022, for an initial term of nine and a half month and shall then automatically renew for additional one year terms (July 1 to June 30) at the beginning of each new fiscal year (July 1) thereafter, unless either party gives written notice to the other party to terminate this Agreement in accordance with the following paragraph.

B. Either patty may opt-out-of or terminate this Agreement by providing the other party with written notice of intent to do so by no later than April 30th for the Agreement to be terminated effective on June 30th of that year. If said written notice is not provided on or before April 30th , then this Agreement shall automatically continue and be in full force and effect for the next fiscal year (July 1 to June 30).

Ill. PAYMENT:

Deer River shall pay to Hill City for the aforementioned services, as follows:

Hill City shall calculate its total costs for its Building and Grounds Supervisor for each year of this agreement and Deer River shall pay to Hill City sixty percent (60%) of those costs in a way and manner agreed upon by the parties.

Time utilization of the Building and Grounds services by Deer River shall be re- evaluated every six months during this agreement which may result in a modification of the percentage paid by Deer River for the Building and Grounds services. If the parties are unable to agree on the modified percentage, the parties shall agree to mandatory mediation of the issue. If the matter cannot be resolved through mediation, either party can terminate this agreement within 30 days after the mediator declares an impasse.

IV. PERSONNEL PERFORMING SERVICES:

. A. Personnel or employees of Hill City assigned by Hill City to perform the professional services described above shall be. during the term of this agreement, qualified and properly licensed to perform the duties and services contemplated and intended by this agreement. Hill City agrees that it shall provide the Superintendent of Deer River with the identity and curriculum vitae of the person(s) it intends to assign to the performance of these services at the commencement of the school year, and that every reasonable effort shall be made to provide continuity in the performance of these services throughout the school year. The parties shall meet and confer prior to any such assignment, and must agree on the person(s) assigned by Hill City to perform the services.

Hill City agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services

contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B. Hill City assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

C. Hill City shall not be permitted to subcontract any of the services to be provided hereunder to any other entity, without the express written consent of Deer River.

V. RELATIONSHIP OF PARTIES:

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with Hill City. However, Hill City agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B. Hill City and its employees/personnel performing services under this contract are not to be considered as agents or employees of Deer River for any purpose, and Hill City's personnel/employees will not be entitled to any benefits from Deer River nor to any of the benefits and rights which Deer River provides its own employees.

VI. COMPLIANCE WITH POLICIES AND PROCEDURES:

A. Hill City agrees that its personnel/employee assigned to perform services under this contract shall fully comply with all policies and procedures of Deer River, and will be subject to onsite, day-to-day direction of the superintendent of Deer River relative to the performance of such services, so as to conform to the needs and mission of Deer River. Any deficiency, failure, or refusal on the part of any employees of Hill City assigned to perform the services with regard to compliance with the policies and procedures of Deer River and the directions of its site administrator or superintendent shall be both orally and in written form brought to the attention of the designated Hill City administrator having oversight responsibilities over said employee.

B. Hill City agrees that its employee assigned to perform services under this agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such employee, whether by omission or commission, shall not violate any of the policies and rules of Hill City; with any such violation of policy or rule to be considered also a violation of policy or rule of Deer River.

C. Hill City agrees and represents that its employee will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by the employee assigned by Hill City to perform services under this agreement shall be dealt with by Hill City, and shall be subject to Hill City's collective bargaining agreement and disciplinary process.

E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

W. LIABILITIES AND INDEMNIFICATION:

A. Hill City shall be solely liable for the actions, conduct. and/or wrongdoing, whether by omission or commission. of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. Hill City agrees that it shall hold Deer River harmless from and for any claim or cause of action which might arise therefrom.

B. Deer River shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees. Deer River agrees that it shall indemnify and hold Hill City harmless from and for any claim or cause of action which might arise therefrom.

'8111. DISPUTE RESOLUTION:

Other than as specifically provided herein, the parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration by selecting a retired judge or other qualified neutral arbitrator to conduct a hearing on the issue. The parties shall split the cost of the arbitrator and any other costs associated with the arbitration. Under no circumstances shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

X'. TERMS TO BE EXCLUSIVE:

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

X. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

"Deer River": INDEPENDENT SCHOOL DISTRICT NO. 316, Deer River

By:_____
Chair

By:_____
Clerk

"Hill City": INDEPENDENT SCHOOL DISTRICT NO. 002, Hill City

By: _____
Chair

By:_____
Clerk

MOU - Article VI - Basic Schedules and Rates of Pay

This Agreement, made August 24, 2022, between Independent School District No. 317, Deer River, hereinafter referred to as "School District", and Deer River Education Association, as the exclusive representative for the teachers employed by the School District, hereinafter referred to as "The Association".

RECITALS

The parties hereto recite and declare that:

A. WHEREAS, The School District and the Association are parties to a collective bargaining agreement ("Master Agreement:) which governs the terms and conditions of employment for teachers;
B. WHEREAS, Article VI. Basic Schedules and Rates of Pay - Section 3. Placement on Salary Schedule - Subd. 1 Germane states, "Credits to be considered to application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District."; and
C. WHEREAS, Article VI. Basic Schedules and Rates of Pay - Section 3. Placement on Salary Schedule - Subd. 5. Advanced Degree Programs states, "A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the Superintendent in advance."; and
D. WHEREAS, The District would like to encourage all teachers to continue their education beyond a Bachelor's Degree to deepen each teacher's understanding of teaching and learning, providing them with new or enhanced skills to engage with students at a higher level.
E. WHEREAS, The Association supports teachers to become experts in the craft of teaching and obtain critical instruction skills, ultimately engaging more students and supporting students to perform better.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Article VI, Section 3, Subd 1 shall be modified as follows: Placement on Salary Schedule - Subd. 1 Germane states, "Credits to be considered to application on any lane of the salary schedule must be germane to the teaching assignment or applicable as determined by the School District."

2. Article VI, Section 3, Subd. 5. shall be modified as follows: "A teacher shall be paid on the master's degree lane or higher degree lane ~~only~~ if the degree program is germane to the teaching assignment or as approved by the School District and the degree program is approved in writing by the Superintendent in advance."

DURATION:

a. This agreement shall be effective September 1, 2022.
b. This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current collective bargaining agreement ("CBA") between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA unless expressly identified as such. This MOU will sunset on June 30, 2023, unless the Parties agree to extend in writing.

Association:
DEER RIVER EDUCATION ASSOCIATION
By _____
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Subscribed and sworn to before me
this day of , 2022

_____
Notary Public

School District:
INDEPENDENT SCHOOL DISTRICT
NO. 317, DEER RIVER
By _____
Its: Superintendent
By _____
Its: _____