Regular Business Meeting

Monday, November 14, 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. Approve Consent Agenda
   C. Approval of Accounts Payable / Payroll / Transfers for October 2022
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. Boys & Girls Club Program Report
   F. Full Service Community Schools Program Report
   G. S.T.E.P. Coalition Program Report
   H. Board Member or Committee Reports
   I. Superintendent's Report
6. **Action Items**
   A. Approve changes made to District Calendar
   B. Resolution: Cavassing returns of votes of school district general election
   C. Approve board support for grant application from the Blandin Foundation
   D. Approve Purchase of Services Agreement for Psychologist services for FY23.
   E. Approve MOU for mental health contract in place with North Homes
   F. Receive and approve a donation from Leech Lake Band of Ojibwe for Girls Basketball
7. **Future Meetings**
8. **Adjournment**

Regular Business Meeting
Monday, October 10, 2022 6:00 PM Central

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

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

Present: 4, Absent: 2.

1. Call to Order

2. Agenda Approval

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

3. Recognition of Visitors
Guests: Karen Lind, Lynn Smith-Evans
Speakers: 0

4. Regular Business

4.A. Approval of Minutes

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

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

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

4.C. Approval of Consent Agenda

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

4.D. Site Logic Update

5. Information Items

5.A. Elementary Principal's Report

5.B. High School Principal's Report

5.C. Buildings and Grounds Department Report

5.D. Activities Program Report

5.E. Boys & Girls Club Program Report

5.F. Full Service Community Schools Program Report

5.G. S.T.E.P. Coalition Program Report

5.H. Board Member or Committee Reports

5.I. Superintendent's Report

6. Action Items

6.A. Approval of IASC Joint Powers Agreement

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

6.B. Approve Resolution of Governing Board Supporting Form A Application to Minnesota State High School League Foundation

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

6.C. Approve MOU with DREA for Appendix D - Extra Duties

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

6.D. Policies - Second Reading

6.D.1. Approve Policy 516 Student Medication

Motion to approve Policy 516. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.2. Approve Policy 526 Hazing Prohibition

Motion to approve Policy 526. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.3. Approve Policy 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds

Motion to approve Policy 532. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.4. Approve Policy 533 Wellness

Motion to approve Policy 533. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.5. Approve Policy 601 School District Curriculum and Instruction Goals

Motion to approve Policy 601. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.6. Approve Policy 706 Acceptance of Gifts

Motion to approve Policy 706. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.7. Approve Policy 710 Extracurricular Transportation

Motion to approve Policy 710. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.8. Approve Policy 903 Visitors to School District Buildings and Sites

Motion to approve Policy 903. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.9. Approve Policy 802 Disposition of Obsolete Equipment and Material

Motion to approve Policy 802. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

6.D.10. Approve Policy 610 Field Trips

Motion to approve Policy 610. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Kyle Fairbanks: Absent, Pam Thompson: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea
Yea: 4, Nay: 0, Absent: 2

7. Future Meetings

8. Adjournment

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

DEER RIVER SCHOOLS
HOPE · HAPPINESS · SUCCESS
BAGOSENDAM · MINWAANIGOZI · GASHKITOON

DEER RIVER HIGH SCHOOL
101 First Avenue NE
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

November 2022

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

- Appointments:
  Amber Boettcher, Full Service Community Health Navigator -Effective November 1, 2022
  Jennifer Lind, Junior Class Advisor - Effective October 18, 2022
  Crystal Purdie, Math Masters - Effective October 18, 2022
  Judith Lyytinen, Long Term Substitute - Effective January 3, 2022
  Paige Hemphill, Long Term Substitute - Effective November 14, 2022
  Ashley Storlie, King Paraprofessional - Effective November 14, 2022

- Resignations/Retirements:
  Patience Hager, rescinded her acceptance of position as a Paraprofessional at King Elementary
  Denise Hosier, rescinded her acceptance of position as a Paraprofessional at King Elementary
  Kimberly Norris, King Paraprofessional - Effective November 11, 2022
  Karmin Hill, King Paraprofessional - Effective November 23, 2022
  Natalie Bebeau, Girls Basketball Coach - Effective August 23, 2022

- Approval of renewed contracts:
  David Olson, Youth Substance Prevention Project Coordinator -Effective October 1, 2022 - September 30, 2023

- Other
  Approval of the Drug Free Youth Coordinator posting

  Approval of policy updates to the Annual District Staff Notifications

October 18, 2022

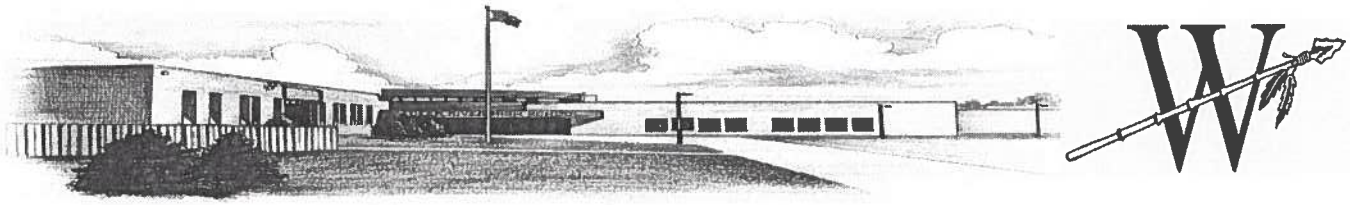
To Whom it May Concern:

The Full Service team interviewed Amber Boettcher on October 11. We would like to recommend that we hire Amber Boettcher as the Full Service Community School Healthcare Navigator.

Respectfully,

Deanna Hron
Betsy Johnson
Kole Schultz

ORIGINAL



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

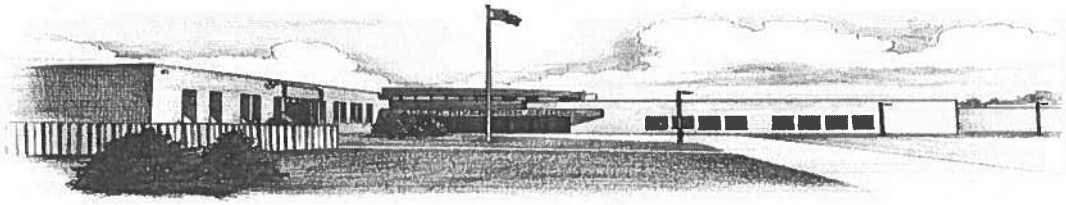
From: Brent Schimek

Date oct 18, 2022

Re: Recommendation for Jr Class Adv

I would like to recommend Jennifer Lind for Jr. Class Advisor

ORIGINAL



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 Oct 18, 2022

Re: Recommendation for 6th grade Math masters

I would like to recommend Crystal Purdie for 6th grade Math masters

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Deer River High School
101 First Avenue NE
PO Box 307
Deer River, MN 56636
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DEER RIVER SCHOOLS

Dedicated to develop lifelong learners prepared to succeed in an ever-changing world

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: Jennifer Stefan
Date: November 8, 2022
Re: Recommendation for long term substitute teacher hire

On October 28, 2022, an interview was conducted for a long term substitute teaching position available at King Elementary during the 2022-2023 school year. After considering the strengths and qualities of the candidate at length, I would like to recommend Judith Lyytinen for the position of substitute teacher.

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Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board
CC: Mandy Windorski
From: Jennifer Stefan
Date: November 8, 2022
Re: Recommendation for long term substitute teacher hire

On October 27, 2022, an interview was conducted for a long term substitute teaching position available at King Elementary for the 2022-2023 school year. After considering the strengths and qualities of the candidate at length, I would like to recommend Paige Hemphill for the position of substitute teacher.

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King Elementary School
500 5th St. SE
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"King Pride"

Memorandum

To: Deer River School Board
CC: Mandy Windorski
From: Jennifer Stefan
Date: November 8, 2022
Re: Recommendation for paraprofessional hire

On November 4, 2022, a team interviewed a candidate for open paraprofessional positions available at the King Elementary School for the 2022-2023 school year. After discussing the strengths and qualities of the candidate at length with members of the interview team, I would like to recommend Ashley Storlie for the position.

ORIGINAL

DEER RIVER SCHOOLS
EVERY CHILD, EVERY DAY

Mandy Windorski <mwindorski@isd317.org>

Resignation

1 message

Kimberly Norris <knorris@isd317.org> Tue, Nov 1, 2022 at 10:23 AM
To: Mandy Windorski <mwindorski@isd317.org>, Jennifer Stefan <jstefan@isd317.org>

I am putting in my resignation from my position at King. I am blessed that I got the opportunity to work with the staff and students. I am leaving because of the low salary and I can not provide for my family. Thank you for this wonderful opportunity.

Kimberly Norris

Karmin Hill
510 N.W. 10th Ave.
Grand Rapids, MN 55744
(218) 999-5991

Nov. 9, 2022

Mrs. Stefan
Principal
King Elementary School
500 5th St. S.E.
Deer River, MN 56636

Dear Mrs. Stefan

Please accept this letter as formal notification that I am resigning from my position as Para. My last day will be Nov. 23, 2022

Thank you so much for the opportunity to work at King School for the past eight plus years. I have enjoyed working with the wonderful DCD team and all the kids. I will greatly miss them.

Sincerely,
Karmin Hill
Karmin Hill

---------- Forwarded message ---------
From: **Natalie Bebeau** <nbebeau@isd317.org>
Date: Tue, Aug 23, 2022 at 2:10 PM
Subject: JV Girls' Coaching Position
To: Brent Schimek <bschimek@isd317.org>, George Goggleye <ggoggleye@mnchippewatribe.org>, George Goggleye <ggoggleye@isd317.org>, <ggoggleye@gmail.com>

Good Afternoon Mr. Schimek and Mr. Goggleye,

After much thought and consideration I unfortunately decided to resign from my position as the Girls' Basketball Assistant Coach. Please accept this email as my formal resignation from the position effective immediately. I have enjoyed being a part of the Girls' program for the past 4 years as the girls have been a blast each year! I'm extremely grateful that I was given the opportunity to coach and mentor these girls all these years and wish them the best this season!

Sincerely grateful,
Natalie Bebeau

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Natalie Bebeau
Deer River School District #317
Anishinaabe Education Tutor
Varsity Girls' Assistant Coach
Ball Club Local Indian Council Chair
nbebeau@isd317.org
Office 218-246-8241 ext. 60273

--

Brent Schimek
Activities Director
Head Football
Deer River High School
218.246.3410

AGREEMENT
between
INDEPENDENT SCHOOL DISTRICT #317
and
YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR

October 1, 2022 – September 30, 2023

The School Board of Independent School District #317, Deer River, Minnesota enters into this Agreement with **David Olson**, who agrees to perform the duties of YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR in the public schools of the district commencing October 1, 2022 – September 30, 2023.

The Following provisions shall apply and are a part of this contract:

I. Basic Services

Said YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this contract or in the general job description, abide by the rules, regulations and policies as established by the School Board, the State Board of Education and the Federal rules and Regulations of the Drug Free Communities Project and any addition or amendments thereto, for the annual salary indicated below.

II. Duty year, Expiration and Mutual Consent

1. *Duty year:* The duty year shall be October 1, 2022 – September 30, 2023. The normal work day shall be 8 hours, Monday through Friday, with occasional non-traditional hours as needed to achieve project objectives/strategies/activities.

2. *Expiration:* This contract shall expire at the end of the term specified in Section 1 hereof, or at the termination of the Drug Free Communities Grant, whichever occurs first. At the conclusion of its term, neither party shall have any further claim against the other, and the District's employment of the YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR shall cease.

3. *Mutual Consent:* This contract may be terminated at any time by the parties expressed in in written form with two weeks advance notice.

   The School District shall have the absolute right to impose discipline on employee for cause. Said discipline may include suspension without pay, demotion, or termination.

III. Leaves

1. *Sick leave:* Sick leave for the YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR shall accrue at the rate of one (1) day per month worked. Unused sick leave may accumulate to a maximum of 130 days. Use of sick leave must be reported on the Aesop absence reporting system.

2. *Vacation leave:* The YOUTH SUBSTANCE PREVENTION PROJECT COORDINATOR shall be granted ten (10) days of vacation leave at the start of the contract year. Use of vacation leave must be reported on the absence reporting system.

School Board Chairperson

School Board Clerk

DEER RIVER
SCHOOLS

Drug Free Communities (DFC)
Youth Coordinator

FLSA Status: Non-Exempt

Hours: Part Time

Reports To: DFC Project Manager
Job Status: Hourly

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable Accommodations Statement

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable Accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- *Attend and help coordinate youth events and gatherings*
- *The youth coordinator will be expected to assist with marketing strategy.*
- *The youth coordinator will need to have knowledge of flier creation, social media, video making, photography, computer technology, and public speaking.*

Education and Experience

- *Experience in PreK-12 education preferred*
- *Experience working with indigenous populations preferred*
- *Experience with record keeping and database management preferred*

Employee Signature: _____ Date: _____

Employee Name (printed):_____

The district has reviewed this job description to ensure that essential functions and basic duties have been included. It is intended to provide guidelines for job expectations and the employee's ability to perform the position described. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills, and abilities. Supervisors may assign additional functions and requirements as deemed appropriate. This document does not represent a contract of employment, and the Company reserves the right to change this position description and/or assign tasks for the employee to perform, as the district may deem appropriate.

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

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

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

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

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "On school premises, on school district property, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

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

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

IV. REPORTING PROCEDURE

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

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

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the

primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

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

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

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

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

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

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

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

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

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

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

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

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

Cross References:
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 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
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 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to comply fully with Minnesota Statutes section626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

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

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

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

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

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

F. "Mandated reporter" means a professional or professional's delegate while engaged in education.

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.

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

K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or

organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data*, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy should appear in school personnel handbooks as appropriate.

B. The school district will develop a method of discussing this policy with employees as appropriate.

C. This policy should be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:

1. is not likely to occur and could not have been prevented by exercise of due care; and

2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).

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

D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.

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

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;

5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;

6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);

7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or

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

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

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

and coaching.

I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

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

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

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3)

committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

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

B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.

C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

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

V. INVESTIGATION

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

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks.

B. The school district will develop a method of discussing this policy with school personnel.

C. This policy shall be reviewed at least annually for compliance with state law.

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

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

Confidential Student Maltreatment Reporting Form

Date submitted: _____ SMP File # _____(MDE staff use only)

REPORTER (Reporter is confidential under Minnesota Statutes, section 260E.)

Name:_____ Title:_____ Phone:_____

Address:_____ City:_____ State:_____ Zip:_____

Email:_____ Mandated Reporter: ◯ Yes ◯ No

SCHOOL INFORMATION (Current Enrollment Location of Alleged Victim)

ISD#: _____ School District: _____School/ Program Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Principal/Director: _____ Phone:_____

Email: _____

Transportation Company Contact:_____ Phone:_____

Email: _____

ALLEGED VICTIM

Name:_____ Address:_____ City:_____ State:_____ Zip:_____

Male ◯ Female ◯ DOB:_____ Grade:_____ Race/Ethnicity:_____

Receives Special Education Services: ◯ Yes ◯ No Primary Disability Category:_____

Alleged Victim is over the age of 18: ◯ Yes ◯ No (If over 18, please provide the following contact information)

Alleged Victim Phone: _____ Alleged Victim Email:_____

Alleged Victim has a legal guardian: ◯ Yes ◯ No

Parent/Guardian 1:_____ Phone:_____ Email:_____

Address:_____ City:_____ State:_____ Zip:_____

Parent/Guardian 2:_____ Phone:_____ Email:_____

Address:_____ City:_____ State:_____ Zip:_____

Minnesota Department of Education
Student Maltreatment Program
1500 Highway 36 West, Roseville, MN 55113-4266
Reporting Line: 651-582-8546
Fax: 651-797-1601
Email: mde.student-maltreatment@state.mn.us

ALLEGED OFFENDER

Name:_____ Position:_____ DOB:_____ Male ◯ Female ◯

Home Address:_____ City:_____ State:_____ Zip:_____

Email: _____

Race/Ethnicity:_____ Phone:_____ Alternate Phone:_____

Licensed: ◯ Yes ◯ No

If licensed, name of licensing board(s):_____ License/Folder # _____

INCIDENT

Date:_____ Time:_____ Setting (i.e. Bus, Classroom):_____

Location and Address (if different than enrolled school):_____

Witness _____Phone:_____

Witness _____Phone:_____

Police Notified: ◯ Yes ◯ No Police Department:_____

Police Contact:_____ Phone:_____ Case #:_____

Alleged Maltreatment: Physical Abuse ☐ Sexual Abuse ☐ Neglect ☐ Unknown ☐

Injury: ◯ Yes ◯ No

Description of Incident and Injury: (please attach additional documentation, if needed)

Minnesota Department of Education
Student Maltreatment Program
1500 Highway 36 West, Roseville, MN 55113-4266
Reporting Line: 651-582-8546
Fax: 651-797-1601
Email: mde.student-maltreatment@state.mn.us

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

SUPERVISING TEACHER

(Must be signed if applicant is a student)
I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): _____

Teacher's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an

unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.]

A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

B. All school district computers with Internet access, not just those accessible and available

to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

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

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they

may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service

or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

a. Information stored on school district diskettes, hard drives, or servers.

b. Information retrieved through school district computers, networks, or online resources.

c. Personal property used to access school district computers, networks, or online resources.

d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the

employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District

Property by Nonschool Persons)

INDEPENDENT SCHOOL DISTRICT NO. 317/6070
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. ____ maintains a firm policy prohibiting all forms of discrimination. This policy strictly prohibits harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class). All persons are to be treated with respect and dignity. Harassment or violence on the basis of Protected Class by any pupil, teacher, administrator, or other school personnel, that create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant_____

Home Address_____

Work Address_____

Home/Cell Phone_____ **Work Phone**_____

Date of Alleged Incident(s)_____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation\ disability

Name of person you believe harassed or was violent toward you or another person or group.

_____

If the alleged harassment or violence was toward another person or group, identify that person or group.

_____

_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

_____

_____

_____

Where and when did the incident(s) occur?_____

_____

_____

List any witnesses who were present_____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

Complainant Signature **Date**

Received by_____ **Date**

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

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

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who

a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

a. their parent or parents or the minor's legal guardian; or

b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not

traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

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

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch

any person's intimate parts. Intimate parts, as defined in Minnesota Statutes section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts
b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

IV. REPORTING PROCEDURES

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

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

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

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

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment

or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

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

G. In the District. The school board hereby designates Mandy Windorski as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.[1]

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

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

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

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

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

[1] In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

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

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

V. INVESTIGATION

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

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of

harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter. 260E may be applicable.

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

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

C. This policy shall appear in the student handbook.

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

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

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

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

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

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

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

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

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

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive,

employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

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

condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

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

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

   a. birth of the employee's child and to care for such child;

   b. placement of an adopted or foster child with the employee;

   c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

   d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

   e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

   [Note: An employer is permitted to choose any one of the following methods for determining the 12–month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12–month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date;(c) the 12–month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12–month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before

implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

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

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

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

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

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

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

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

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

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to

substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with

the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through

the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

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

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

401 EQUAL EMPLOYMENT OPPORTUNITY

[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota Statutes section 363A.03, subdivision 44.]

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with Mandy Windorski, HR Manager.

Legal References:
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

416 DRUG AND ALCOHOL TESTING

[Note: Drug and alcohol testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions. such as the provisions of Part IV. of this policy, are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other

breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or

registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to

bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol

concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed

if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[Note: ***School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.*** **]**

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a

determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d) and 40.305 govern return-to-duty testing.]

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307 and 40.309 govern follow-up testing.]

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261 and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an

employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the

donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225.]

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements

of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances

use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are

otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent

for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school

district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

   Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

   Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

   Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job

Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the

right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)

Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

[**TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD**]

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY

I have received a copy of the Drug-Free Workplace/Drug-Free School Policy of Independent School District No. ____, _____, Minnesota.

Dated: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary

action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

ATTACHMENTS TO
DRUG AND ALCOHOL TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.

- Attachment C is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

- Finally, the District may wish to use Attachment G, entitled "Acknowledgment–Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee).
- ☐ Upon my hire (job applicant/new employee).
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

ATTACHMENT B

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES _____ NO _____
2. Did the employee have verified positive drug tests? YES _____ NO _____
3. Did the employee refuse to be tested? YES _____ NO _____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES _____ NO _____
5. Did a previous employer report a drug and alcohol rule violation to you? YES _____ NO _____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES _____ NO _____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

_____

Signature of Employee/Applicant

Supervisor: _____

_____

Supervisor's Signature

Comments: _____

_____

_____

☐ Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

I, the undersigned employee/job applicant of Independent School District No. ____, _____, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT E

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.
G Your confirmatory test result was negative.
G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

   In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT F

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT G

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee)
- ☐ Upon my hire (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

Revised: October 2022

402 DISABILITY NONDISCRIMINATION POLICY

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

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Mandy Windorski, HR Manager, 101 1st Ave NE Deer River MN 56636, mwindorski@isd317.org. This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References:
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

417 CHEMICAL USE AND ABUSE

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for its employees.

[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law.]

III. DEFINITIONS

A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media

generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, and proposed for expulsion.

3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

V. EMPLOYEES

A. The school district shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.

2. The school district's policy of maintaining a drug-free workplace.

3. Available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The school district shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)

Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

ISD #317 - Deer River

Cash & Investment Balances

Month Ended October 31st, 2022

Funds	Cash Balance 9/30/2022	Receipts	Adjustments / Disbursements	Cash Balance 10/31/2022
General	$2,560,975.56	$1,319,058.20	$1,343,200.29	$2,536,833.47
Food Service	$209,006.54	$14,410.06	$99,436.21	$123,980.39
Transportation	-$1,640,228.28	$8,474.65	$94,280.43	-$1,726,034.06
Community Service	$82,186.63	$5.00	$97,157.41	-$14,965.78
Capital Expenditure	-$211,977.02	$0.00	-$13,484.93	-$198,492.09
Abatement Bonds	$7,101,318.99	$0.00	$0.00	$6,833,142.55
Debt Service	$1,129,082.19	$34,120.04	$0.00	$1,163,202.23
Trust	$36,197.34	$0.00	$0.00	$36,197.34
Activities	$56,844.39	$11,014.21	$5,807.29	$62,051.31
OPEB Trust Cash/Investments	$1,014,813.29	$5,188.75	$2,597.91	$1,017,404.13
Totals	$10,338,219.63	$1,392,270.91	$1,628,994.61	$9,833,319.49

Bank Account Balances

MMDA	$706,167.30
MSDLAF+	$1,118,634.67
Payroll Checking	$348,216.39
MN Trust/PMA	$91.90
Woodland Savings	$50,014.16
Flex Benefit Cash	$28,538.12
Petty Cash	$1,260.00
Abatement Bond	$7,080,869.54
OPEB Trust Investments	$1,026,826.52
Plus Outstanding Deposits	$0.00
Less Oustanding Checks	-$527,299.11

Adjusted Bank Account Balances	$9,833,319.49
Flex Benefit Cash	-$28,538.12
OPEB Trust Cash/Investments/Debt Service	-$1,017,404.13
Cash Available to Meet Current Liabilities	**$8,787,377.24**

Deer River ISD #317
Trial Balance Summary Report

Periods: 202304 To: 202304

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	1,605,625.24	718,160.13	1,344,831.48	978,953.89
0317	B	01	101	005				F	Cash - Flex Benefits Accou	B	100	00	28,329.78	208.34	0.00	28,538.12
0317	B	01	101	010				F	Cash - Woodland Bank	B	100	00	37,832.02	604,123.79	31,055.40	610,900.41
0317	B	01	101	020				F	Cash in Payroll	B	100	00	68,823.51	1,258,228.47	1,253,233.90	73,818.08
0317	B	01	101	030				F	Cash-MN Trust/PMA	B	100	00	793,348.50	0.31	0.00	793,348.81
0317	B	01	101	060				F	Cash - Woodland Savings	B	100	00	50,009.91	4.25	0.00	50,014.16
0317	B	01	102	000				F	Petty Cash	B	100	00	1,260.00	0.00	0.00	1,260.00
0317	B	02	101	000				F	Cash - MSDLAF+	B	100	00	(493,781.03)	63.40	42,403.23	(536,120.86)
0317	B	02	101	010				F	Cash - Woodland Bank	B	100	00	(74,844.29)	14,410.06	20.26	(60,454.49)
0317	B	02	101	020				F	Cash in Payroll	B	100	00	(48,407.86)	24,206.00	23,516.07	(47,717.93)
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	(1,658,330.85)	8,474.65	94,285.75	(1,744,141.95)
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	(6,109.34)	2,116.66	2,111.34	(6,104.02)
0317	B	03	101	030				F	Cash-MN PMA Trust	B	100	00	37,934.66	0.00	0.00	37,934.66
0317	B	04	101	000				F	Cash - MSDLAF+	B	100	00	(179,118.37)	0.00	96,043.31	(275,161.68)
0317	B	04	101	010				F	Cash - Woodland Bank	B	100	00	20,792.89	5.00	222.95	20,574.94
0317	B	04	101	020				F	Cash in Payroll	B	100	00	(9,255.01)	3,238.88	3,228.61	(9,244.74)
0317	B	04	101	030				F	Cash-MN Trust/PMA	B	100	00	248,865.70	0.00	0.00	248,865.70
0317	B	05	101	000				F	Cash - MSDLAF+	B	100	00	(189,027.89)	0.00	2,715.00	(191,742.89)
0317	B	05	101	010				F	Cash - Woodland Bank	B	100	00	(6,749.20)	0.00	0.00	(6,749.20)
0317	B	06	101	000				F	Cash - MSDLAF+	B	100	00	(481,809.97)	514,000.00	279,917.02	(247,726.99)
0317	B	06	101	030				F	Cash-MN Trust/PMA	B	100	00	0.00	514,000.00	514,000.00	0.00
0317	B	06	104	030				F	Investments	B	100	00	7,583,128.96	11,740.58	514,000.00	7,080,869.54
0317	B	07	101	000				F	Cash - MSDLAF+	B	100	00	2,977,128.01	34,120.04	0.00	3,011,248.05
0317	B	07	101	030				F	Cash-MN Trust/PMA	B	100	00	(1,848,045.82)	0.00	0.00	(1,848,045.82)
0317	B	08	101	000				F	Cash - MSDLAF+	B	100	00	833.34	500.00	500.00	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	33,984.25	0.00	296.96	33,687.29
0317	B	11	101	010				F	Cash	B	100	00	17,673.91	11,014.21	0.00	28,688.12
0317	B	11	101	020				F	Cash in payroll	B	100	00	(38.98)	52.72	52.72	(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	(96,153.62)	0.00	4,295.18	(100,448.80)
0317	B	25	101	010				F	Cash	B	100	00	85,837.66	5,188.75	0.00	91,026.41

Deer River ISD #317
Trial Balance Summary Report

Periods: 202304 To: 202304

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	25	104	000				F	OPEB Investments-Revoca	B	100	00	1,025,129.25	1,697.27	0.00	1,026,826.52
									Report Total:				$10,314,495.16	$3,725,553.51	$4,206,729.18	$9,833,319.49

Deer River ISD #317

Receipt Listing Report with Detail by Deposit

Fund Summary

Fund	Total
01	$1,319,058.20
02	$14,410.06
03	$8,474.65
04	$5.00
07	$34,120.04
11	$11,014.21
25	$5,188.75
Report Total	**$1,392,270.91**

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

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202304	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General								
	010	Board of Education	42,045.00	3,772.22	17,994.22	43%	0.00	43%	24,050.78
	020	Superintendent	200,506.00	17,023.12	102,774.11	51%	0.00	51%	97,731.89
	050	School Adm	504,615.00	42,217.26	175,299.17	35%	280.80	35%	329,035.03
	105	General Administrative Support	176,500.00	9,930.40	42,013.51	24%	0.00	24%	134,486.49
	108	Admin Technology Services	9,900.00	2,655.00	5,055.00	51%	0.00	51%	4,845.00
	110	Business Services	474,819.00	30,031.25	184,482.29	39%	35.15	39%	290,301.56
	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	0.00	409.50	20%	0.00	20%	1,590.50
	199	School Elections	500.00	0.00	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	20,520.90	41,041.77	16%	0.00	16%	210,681.23
	203	Elementary Education	2,004,063.00	154,389.01	499,709.19	25%	2,615.68	25%	1,501,738.13
	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	27,089.92	275,466.64	88%	9,237.01	91%	26,562.35
	212	Art	85,385.00	8,299.02	15,120.10	18%	242.43	18%	70,022.47
	216	Title I	379,301.00	29,066.11	58,131.56	15%	0.00	15%	321,169.44
	218	Gifted and Talented	12,228.00	0.00	0.00	0%	109.99	1%	12,118.01
	219	English Learner	15,944.00	1,286.99	2,573.98	16%	0.00	16%	13,370.02
	220	English	332,850.00	25,812.62	52,570.36	16%	430.85	16%	279,848.79
	230	Foreign Language	102,866.00	8,553.92	17,107.83	17%	140.00	17%	85,618.17
	231	Ojibwe	63,932.00	2,834.98	5,669.96	9%	0.00	9%	58,262.04
	240	Health Physical Ed	261,851.00	22,920.71	46,388.19	18%	0.00	18%	215,462.81
	255	Industrial Education	76,422.00	8,979.45	14,320.73	19%	2,632.70	22%	59,468.57
	256	Mathematics	330,213.00	25,924.45	51,846.90	16%	0.00	16%	278,366.10
	257	Computer Instruction	47,173.00	3,828.22	7,974.55	17%	0.00	17%	39,198.45
	258	Music	267,620.00	23,687.05	48,431.07	18%	1,061.89	18%	218,127.04
	260	Science	271,569.00	17,930.82	36,224.81	13%	0.00	13%	235,344.19

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

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202304	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01		General							
	270	Social Sciences	250,995.00	16,881.09	34,208.04	14%	0.00	14%	216,786.96
	275	Kindergarten Instruction	48,860.00	8,501.92	17,003.83	35%	0.00	35%	31,856.17
	276	Elementary Instruction	344,039.00	30,456.71	60,922.75	18%	0.00	18%	283,116.25
	280	Other Regular Inst	39,100.00	864.97	(237.36)	(1%)	0.00	(1%)	39,337.36
	291	Co-Curricular	23,769.00	2,018.04	2,338.04	10%	0.00	10%	21,430.96
	292	Boys/Girls Athletics	135,828.00	6,554.10	23,776.60	18%	17,489.75	30%	94,561.65
	294	Boys Athletics	134,736.00	20,192.19	57,649.08	43%	429.00	43%	76,657.92
	296	Girls Athletics	92,703.00	11,586.84	26,960.51	29%	0.00	29%	65,742.49
	298	Extra Curricular	2,562.00	0.00	60.38	2%	0.00	2%	2,501.62
	301	Agriculture Science	80,233.00	5,873.72	12,472.57	16%	1,000.00	17%	66,760.43
	361	Trade and Industrial	140,886.00	9,290.58	17,779.52	13%	1,833.40	14%	121,273.08
	380	Special Needs	5,215.00	711.04	1,028.85	20%	0.00	20%	4,186.15
	400	Special Ed - General (non-reim	53,504.00	1,457.21	1,527.01	3%	0.00	3%	51,976.99
	401	Speech Impaired	23,329.00	1,238.82	3,798.23	16%	218.42	17%	19,312.35
	402	DCD-MM	160,127.00	13,059.27	27,445.60	17%	7,967.10	22%	124,714.30
	403	Mental Imp-Mod/Sev	96,411.00	5,822.16	11,821.37	12%	0.00	12%	84,589.63
	404	Physically Impaired	58,580.00	5,696.20	11,432.33	20%	0.00	20%	47,147.67
	406	Visually Impaired	23,445.00	344.35	688.72	3%	0.00	3%	22,756.28
	407	Specific Learning Di	728,114.00	59,081.36	122,256.79	17%	0.00	17%	605,857.21
	408	Emotional Disorder	511,763.00	32,067.61	64,411.85	13%	0.00	13%	447,351.15
	410	Other Health Impairments	101,978.00	9,266.52	19,026.00	19%	0.00	19%	82,952.00
	411	Autistic Spectrum Disorders	60,261.00	5,861.18	11,881.31	20%	0.00	20%	48,379.69
	412	Developmentally Delayed (EC)	391,231.00	31,996.60	69,751.89	18%	57.56	18%	321,421.55
	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	2,048.13	4,096.38	15%	0.00	15%	23,720.62
	420	Special Education	1,136,700.00	80,444.41	282,156.13	25%	(159,040.80)	11%	1,013,584.67
	421	School Psychologist	60,000.00	0.00	0.00	0%	0.00	0%	60,000.00
	422	ADSIS	431,927.00	32,947.15	65,854.12	15%	0.00	15%	366,072.88
	605	Gen Inst Support	769,297.00	56,569.80	145,599.48	19%	418.20	19%	623,279.32

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

Sequence: Fd, Pro

		Description	Adopted23 Annual Budget	Period 202304	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General								
	610	Curriculum/Assessment	327,042.00	18,010.63	36,031.60	11%	0.00	11%	291,010.40
	620	Library Media Center	139,175.00	10,932.39	22,852.78	16%	5,537.85	20%	110,784.37
	630	Human Relations	116,815.00	5,473.57	11,490.04	10%	0.00	10%	105,324.96
	640	Staff Development	129,467.00	2,644.06	33,974.69	26%	0.00	26%	95,492.31
	680	Instruc-Related Technology	618,012.00	39,802.85	322,160.54	52%	0.00	52%	295,851.46
	710	Counseling-Guidance	163,164.00	23,896.95	37,700.52	23%	15.99	23%	125,447.49
	715	School Security	0.00	0.00	17,500.00	0%	0.00	0%	(17,500.00)
	720	Health Services	124,239.00	8,922.49	15,951.83	13%	5,425.15	17%	102,862.02
	740	Interventionist	94,763.00	7,702.07	15,410.78	16%	0.00	16%	79,352.22
	790	Other Pupil Support	534,485.00	26,293.42	127,650.59	24%	700.00	24%	406,134.41
	810	Plant Operations	1,172,852.00	104,034.57	420,502.22	36%	66,746.98	42%	685,602.80
	850	Capital Facilities	0.00	547.54	1,251.80	0%	102,501.26	0%	(103,753.06)
	940	Insurance	70,000.00	0.00	87,468.55	125%	0.00	125%	(17,468.55)
01		General	15,902,582.00	1,185,845.93	3,957,638.55	25%	68,086.36	25%	11,876,857.09
02	Food Service								
	770	Food Services	818,082.00	42,423.49	142,286.76	17%	19,209.91	20%	656,585.33
02		Food Service	818,082.00	42,423.49	142,286.76	17%	19,209.91	20%	656,585.33
03	Transportation								
	760	Pupil Transportation	927,322.00	95,015.75	198,113.13	21%	0.00	21%	729,208.87
03		Transportation	927,322.00	95,015.75	198,113.13	21%	0.00	21%	729,208.87
04	Community Service								
	505	Community Education	31,500.00	2,344.53	7,600.54	24%	0.00	24%	23,899.46
	570	School - Age Care	10,000.00	674.22	5,400.03	54%	0.00	54%	4,599.97
	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	513.83	7,247.15	20%	0.00	20%	29,820.85
	590	Other Community Programs	0.00	222.95	222.95	0%	0.00	0%	(222.95)

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

Sequence: Fd, Pro

	Description	Adopted23 Annual Budget	Period 202304	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
04	Community Service							
591	**Youth Service/Development**	5,943.00	366.23	1,139.11	19%	0.00	19%	4,803.89
04	**Community Service**	282,836.00	4,121.76	21,609.78	8%	0.00	8%	261,226.22
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	9,418.20	38%	4,828.40	57%	10,553.40
211	**Secondary**	25,800.00	0.00	24,755.00	96%	0.00	96%	1,045.00
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	1,850.00	1,850.00	5%	39,096.08	103%	(1,026.08)
865	**LTFM <$100,000**	81,143.00	865.00	14,928.62	18%	7,492.12	28%	58,722.26
05	**Capital Expenditure**	306,466.00	2,715.00	114,916.65	37%	51,416.60	54%	140,132.75
06	Building Construction Fund							
865	**LTFM <$100,000**	0.00	52,810.00	116,275.54	0%	45,281.00	0%	(161,556.54)
867	**LTFM > $2,000,000**	0.00	227,107.02	802,698.25	0%	791,964.46	0%	(1,594,662.71)
871	**Tax Abate Bonds - Parking Lots**	0.00	0.00	3,015.69	0%	0.00	0%	(3,015.69)
06	**Building Construction Fund**	0.00	279,917.02	921,989.48	0%	837,245.46	0%	(1,759,234.94)
07	Debt Redemption							
910	**Debt Redemption**	1,864,113.00	0.00	218,778.13	12%	0.00	12%	1,645,334.87
07	**Debt Redemption**	1,864,113.00	0.00	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	296.96	1,464.29	3%	0.00	3%	53,535.71
11	**Student Activities**	55,000.00	296.96	1,464.29	3%	0.00	3%	53,535.71
25	OPEB Revocable Trust							
935	**Post Employment Benefits**	72,250.00	4,316.01	19,058.68	26%	0.00	26%	53,191.32
25	**OPEB Revocable Trust**	72,250.00	4,316.01	19,058.68	26%	0.00	26%	53,191.32
	Report Totals:	20,231,151.00	1,614,651.92	5,595,855.45	28%	975,958.33	32%	13,659,337.22

Electronic Fund Transfers for ISD #317

	Amount	Date	Initiated By
MSDLAF+ to Woodland-Payroll	$511,279.08	10/14/2022	JD
PMA to MSDLAF+	$514,000.00	10/24/2022	JD
MSDLAF+ to Woodland-Payroll	$525,261.72	10/31/2022	JD

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48897	1334102576	Check	1	4022		HEALTH PARTNERS	Yes	Yes	No	USD	10/03/2022	114.71
			48898	1334102577	Check	1	5005		MADISON NATIONAL LIFE	Yes	Yes	No	USD	10/03/2022	4.75
			48899	1334102578	Check	1	5630		MN PEIP	Yes	Yes	No	USD	10/03/2022	886.34
			48934	1334102579	Check	1	6025		AT&T MOBILITY	Yes	Yes	No	USD	10/06/2022	1,274.40
			48936	1334102580	Check	1	6110		BERGLAND, BREEZE	Yes	Yes	No	USD	10/06/2022	40.00
			48933	1334102581	Check	1	6010		BONESTELL, TINA	Yes	Yes	No	USD	10/06/2022	260.00
			48913	1334102582	Check	1	07020		CITY OF DEER RIVER	Yes	Yes	No	USD	10/06/2022	1,154.05
			48925	1334102583	Check	1	4723		DEER RIVER BAND BOOSTERS	Yes	Yes	No	USD	10/06/2022	160.00
			48919	1334102584	Check	1	3322		FIDELDY, BRYAN	Yes	Yes	No	USD	10/06/2022	150.00
			48935	1334102585	Check	1	6103		HENRY, MARK	Yes	Yes	No	USD	10/06/2022	60.00
			48918	1334102586	Check	1	3168		HIBBING VOLLEYBALL CLUB	Yes	No	No	USD	10/06/2022	75.00
			48914	1334102587	Check	1	1915		ICC-BUSINESS OFFICE	Yes	Yes	No	USD	10/06/2022	39,913.35
			48915	1334102588	Check	1	21021		ISD 0002 - HILL CITY	Yes	Yes	No	USD	10/06/2022	2,500.00
			48931	1334102589	Check	1	5763		ISD 0097- MOOSE LAKE	Yes	Yes	No	USD	10/06/2022	250.00
			48927	1334102590	Check	1	4896		ISD 0182 - CROSBY IRONTON	Yes	Yes	No	USD	10/06/2022	150.00
			48928	1334102591	Check	1	5456		JONES, DAN	Yes	No	No	USD	10/06/2022	282.50
			48932	1334102592	Check	1	5942		KACZOR, LUCY	Yes	No	No	USD	10/06/2022	40.00
			48929	1334102593	Check	1	5457		LAWRENCE, TOM	Yes	Yes	No	USD	10/06/2022	60.00
			48916	1334102594	Check	1	29100		MN STATE HIGH SCHOOL LEAGUE	Yes	Yes	No	USD	10/06/2022	160.00
			48941	1334102595	Check	1	6207		NELSON, EVAN	Yes	Yes	No	USD	10/06/2022	120.00
			48922	1334102596	Check	1	43022		PAUL BUNYAN RURAL TELEPHONE	Yes	Yes	No	USD	10/06/2022	1,227.05
			48926	1334102597	Check	1	4791		PITNEY BOWES-PURCHASE POWER	Yes	Yes	No	USD	10/06/2022	492.00
			48939	1334102598	Check	1	6197	REMIT	PROGRESS LEARNING	Yes	Yes	No	USD	10/06/2022	2,911.98
			48917	1334102599	Check	1	30640		REIF CENTER	Yes	Yes	No	USD	10/06/2022	245.00
			48920	1334102600	Check	1	4019		RTS	Yes	Yes	No	USD	10/06/2022	153.71
			48940	1334102601	Check	1	6206		SCAIA, TODD	Yes	Yes	No	USD	10/06/2022	198.75
			48924	1334102602	Check	1	4643		SCHIMEK, REGINA	Yes	Yes	No	USD	10/06/2022	40.00
			48923	1334102603	Check	1	4444		SCHULTZ, TIM	Yes	Yes	No	USD	10/06/2022	35.00
			48937	1334102604	Check	1	6156		SECTION 7A	Yes	Yes	No	USD	10/06/2022	100.00
			48942	1334102605	Check	1	6210		THAYER, DONNA	Yes	Yes	No	USD	10/06/2022	117.50
			48938	1334102606	Check	1	6185		T-MOBILE	Yes	Yes	No	USD	10/06/2022	178.87
			48921	1334102607	Check	1	4255		VILLENEUVE, CALEB	Yes	Yes	No	USD	10/06/2022	35.00
			48930	1334102608	Check	1	54801	R1	XEROX CORP	Yes	Yes	No	USD	10/06/2022	1,717.47
			48945	1334102609	Check	1	1063		ARROWHEAD LIBRARY SYSTEM	Yes	No	No	USD	10/06/2022	375.00
			48953	1334102610	Check	1	4178		BLUE CROSS BLUE SHIELD OF MN	Yes	Yes	No	USD	10/06/2022	2,522.50
			48960	1334102611	Check	1	6066		C&L DISTRIBUTING	Yes	Yes	No	USD	10/06/2022	151.20
			48944	1334102612	Check	1	06451		CAROLINA BIOLOGICAL SUPPLY CO	Yes	Yes	No	USD	10/06/2022	53.15
			48943	1334102613	Check	1	05996		CDW GOVERNMENT, INC	Yes	Yes	No	USD	10/06/2022	51.44
			48946	1334102614	Check	1	1065		GRAINGER, INC	Yes	Yes	No	USD	10/06/2022	784.12
			48965	1334102615	Check	1	6218		GRANDVIEW UNIVERSITY	Yes	Yes	No	USD	10/06/2022	500.00
			48949	1334102616	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	USD	10/06/2022	80.00

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48952	1334102618	Check	1	40600		NESC	Yes	Yes	No	USD	10/06/2022	865.00
			48955	1334102619	Check	1	45575		QUALITY REFRIGERATION & HEATIN	Yes	Yes	No	USD	10/06/2022	260.00
			48950	1334102620	Check	1	30640		REIF CENTER	Yes	Yes	No	USD	10/06/2022	476.00
			48959	1334102621	Check	1	5571		SAN DIEGO STATE UNIVERSITY	Yes	Yes	No	USD	10/06/2022	3,450.00
			48958	1334102622	Check	1	5319		SCHMITT MUSIC	Yes	Yes	No	USD	10/06/2022	244.00
			48954	1334102623	Check	1	4298	R1	SCHOOL SPECIALTY LLC	Yes	Yes	No	USD	10/06/2022	1,148.07
			48961	1334102624	Check	1	6108		SIGN CONTRACTORS LLC	Yes	Yes	No	USD	10/06/2022	175.00
			48951	1334102625	Check	1	4044		SPORT DECALS	Yes	Yes	No	USD	10/06/2022	457.60
			48963	1334102626	Check	1	6194		STARK, MADELINE	Yes	Yes	No	USD	10/06/2022	300.00
			48957	1334102627	Check	1	51832		TROUT ENTERPRISE INC	Yes	Yes	No	USD	10/06/2022	1,850.00
			48962	1334102628	Check	1	6152	R1	UNIVERSAL ATHLETIC, LLC	Yes	Yes	No	USD	10/06/2022	1,431.90
			48947	1334102629	Check	1	16430		US FOOD SERVICE	Yes	Yes	No	USD	10/06/2022	3,636.87
			48948	1334102630	Check	1	1863	R1	VARITRONICS LLC	Yes	Yes	No	USD	10/06/2022	222.82
			48956	1334102631	Check	1	4705		VOYAGEURS LUTHERAN MINISTRY	Yes	Yes	No	USD	10/06/2022	210.00
			48966	1334102632	Check	1	2610		NOR-TRAN INC	Yes	Yes	No	USD	10/06/2022	92,228.87
			48967	1334102633	Check	1	6216		SITELOGIQ, INC	Yes	Yes	No	USD	10/06/2022	279,917.02
			48968	1334102634	Check	1	4653	R1	JAMF SOFTWARE, LLC	Yes	Yes	No	USD	10/14/2022	10,158.00
			48969	1334102635	Check	1	1915		ICC-BUSINESS OFFICE	Yes	Yes	No	USD	10/18/2022	4,685.90
			48971	1334102636	Check	1	3399		ISD 6070 - IASC	Yes	Yes	No	USD	10/18/2022	183,670.92
			48970	1334102637	Check	1	2994	R1	MN ENERGY RESOURCES	Yes	Yes	No	USD	10/18/2022	139.20
			48973	1334102638	Check	1	6221		SWANK MOTION PICTURES, INC.	Yes	Yes	No	USD	10/18/2022	2,000.00
			48972	1334102639	Check	1	53207		WAL-MART STORE #1609	Yes	No	No	USD	10/18/2022	500.00
			48999	1334102640	Check	1	6110		BERGLAND, BREEZE	Yes	No	No	USD	10/26/2022	40.00
			49007	1334102641	Check	1	6228		CHRISTENSEN, CORTNEY	Yes	No	No	USD	10/26/2022	60.00
			48992	1334102642	Check	1	5567	R1	CONSTELLATION ENERGY-GAS DIVI	Yes	No	No	USD	10/26/2022	3,214.78
			48986	1334102643	Check	1	4723		DEER RIVER BAND BOOSTERS	Yes	No	No	USD	10/26/2022	80.00
			49009	1334102644	Check	1	6231		DOMBECK, AJ	Yes	No	No	USD	10/26/2022	100.00
			48978	1334102645	Check	1	3887		DROUILLARD, DARRYL	Yes	No	No	USD	10/26/2022	100.00
			48974	1334102646	Check	1	16428		GEVING, ROBBY JEROME	Yes	No	No	USD	10/26/2022	100.00
			48983	1334102647	Check	1	4441		GEVING, STEVE	Yes	No	No	USD	10/26/2022	100.00
			48989	1334102648	Check	1	5424		RECYCLE TECHNOLOGIES	Yes	No	No	USD	10/26/2022	545.65
			48998	1334102649	Check	1	6103		HENRY, MARK	Yes	No	No	USD	10/26/2022	100.00
			49003	1334102650	Check	1	6211		HERFINDAHL, BEN	Yes	No	No	USD	10/26/2022	110.00
			48975	1334102651	Check	1	21505		ISD 0319-NASHWAUK-KEEWATIN	Yes	No	No	USD	10/26/2022	1,500.00
			48987	1334102652	Check	1	4797		ISD 0361 - INTERNATIONAL FALLS	Yes	No	No	USD	10/26/2022	100.00
			48993	1334102653	Check	1	5749		JOHNSON, JEREMIAH	Yes	No	No	USD	10/26/2022	100.00
			48981	1334102654	Check	1	4265		JOHNSON, PHILLIP	Yes	No	No	USD	10/26/2022	260.00
			48990	1334102655	Check	1	5456		JONES, DAN	Yes	No	No	USD	10/26/2022	181.25
			48994	1334102656	Check	1	5942		KACZOR, LUCY	Yes	No	No	USD	10/26/2022	40.00
			49000	1334102657	Check	1	6204		KREG TOOL	Yes	No	No	USD	10/26/2022	633.83
			48979	1334102658	Check	1	4018		LALLAK, MARK	Yes	No	No	USD	10/26/2022	100.00

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48991	1334102659	Check	1	5457		LAWRENCE, TOM	Yes	No	No	USD	10/26/2022	100.00
			48997	1334102660	Check	1	6052		LUNDAHL, ANNA	Yes	No	No	USD	10/26/2022	2,400.00
			49006	1334102661	Check	1	6227		MAINVILLE, SAVANNAH	Yes	No	No	USD	10/26/2022	234.00
			48996	1334102662	Check	1	6015		MICHIENZI, TREVOR	Yes	No	No	USD	10/26/2022	40.00
			48977	1334102663	Check	1	2994	R1	MN ENERGY RESOURCES	Yes	No	No	USD	10/26/2022	510.76
			48976	1334102664	Check	1	28900		MN POWER & LIGHT CO	Yes	No	No	USD	10/26/2022	26,068.52
			49004	1334102665	Check	1	6225		NE MN OFFICE OF JOB TRAINING	Yes	No	No	USD	10/26/2022	650.00
			49008	1334102666	Check	1	6229		NIISA	Yes	No	No	USD	10/26/2022	1,192.65
			48982	1334102667	Check	1	43258	R1	PEPSI-COLA COMPANY	Yes	No	No	USD	10/26/2022	1,480.25
			48995	1334102668	Check	1	6011		SCAIA, MELISSA	Yes	No	No	USD	10/26/2022	130.00
			49001	1334102669	Check	1	6206		SCAIA, TODD	Yes	No	No	USD	10/26/2022	198.75
			48985	1334102670	Check	1	4643		SCHIMEK, REGINA	Yes	Yes	No	USD	10/26/2022	40.00
			48984	1334102671	Check	1	4444		SCHULTZ, TIM	Yes	No	No	USD	10/26/2022	80.00
			49002	1334102672	Check	1	6210		THAYER, DONNA	Yes	No	No	USD	10/26/2022	58.75
			48988	1334102673	Check	1	4988		TROPHIES PLUS	Yes	No	No	USD	10/26/2022	69.95
			49005	1334102674	Check	1	6226		TUBBS, TONYA	Yes	No	No	USD	10/26/2022	66.23
			48980	1334102675	Check	1	4255		VILLENEUVE, CALEB	Yes	No	No	USD	10/26/2022	40.00
			49052	1334102676	Check	1	5807		AKRE, SUE WILDER	Yes	No	No	USD	10/31/2022	350.00
			49010	1334102677	Check	1	01460		AMERICAN DISPOSAL	Yes	No	No	USD	10/31/2022	3,792.74
			49011	1334102678	Check	1	02400		ANDERSON GLASS INC	Yes	No	No	USD	10/31/2022	2,114.14
			49012	1334102679	Check	1	02954		ARCC	Yes	No	No	USD	10/31/2022	255.00
			49047	1334102680	Check	1	5447		BEMIDJI STEEL CO INC	Yes	No	No	USD	10/31/2022	1,890.85
			49050	1334102681	Check	1	5604		BIX PRODUCE	Yes	No	No	USD	10/31/2022	4,797.09
			49017	1334102682	Check	1	11650	R1	BLICK ART MATERIALS LLC	Yes	No	No	USD	10/31/2022	1,255.44
			49054	1334102683	Check	1	6066		C&L DISTRIBUTING	Yes	No	No	USD	10/31/2022	342.72
			49013	1334102684	Check	1	06451		CAROLINA BIOLOGICAL SUPPLY CO	Yes	No	No	USD	10/31/2022	123.65
			49045	1334102685	Check	1	5331	R1	CULINEX	Yes	No	No	USD	10/31/2022	342.76
			49016	1334102686	Check	1	10942		DEER RIVER LUMBER	Yes	No	No	USD	10/31/2022	227.62
			49015	1334102687	Check	1	10782		DEER RIVER TIRE & AUTO	Yes	No	No	USD	10/31/2022	620.86
			49046	1334102688	Check	1	5408		DJV INC	Yes	No	No	USD	10/31/2022	200.00
			49020	1334102689	Check	1	1838		ECOLAB	Yes	No	No	USD	10/31/2022	313.16
			49027	1334102690	Check	1	3116	R1	FLINN SCIENTIFIC FOUNDATION	Yes	No	No	USD	10/31/2022	86.51
			49019	1334102691	Check	1	1619		FRABONI WHOLESALE INC	Yes	No	No	USD	10/31/2022	5,158.95
			49056	1334102692	Check	1	6196		FROG STREET PRESS, LLC	Yes	No	No	USD	10/31/2022	200.00
			49014	1334102693	Check	1	1065		GRAINGER, INC	Yes	No	No	USD	10/31/2022	721.38
			49032	1334102694	Check	1	4022		HEALTH PARTNERS	Yes	No	No	USD	10/31/2022	210.53
			49048	1334102695	Check	1	5467		HIGH NOON BOOKS	Yes	No	No	USD	10/31/2022	110.00
			49021	1334102696	Check	1	19222		HILLYARD / HUTCHINSON	Yes	No	No	USD	10/31/2022	1,924.93
			49058	1334102698	Check	1	6232		ISD 0882 MONTICELLO PUBLIC SCH(	Yes	No	No	USD	10/31/2022	4,371.43
			49029	1334102699	Check	1	3399		ISD 6070 - IASC	Yes	No	No	USD	10/31/2022	43,344.00
			49023	1334102700	Check	1	24000		JURVELIN HARDWARE	Yes	No	No	USD	10/31/2022	568.55

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	49031	1334102701	Check	1	4018		LALLAK, MARK	Yes	No	No	USD	10/31/2022	20.00
			49057	1334102702	Check	1	6220		LAMINATION DEPOT	Yes	No	No	USD	10/31/2022	222.42
			49055	1334102703	Check	1	6100		LOFFLER COMPANIES INC	Yes	No	No	USD	10/31/2022	2,122.20
			49044	1334102704	Check	1	5327		LUTHERAN SOCIAL SERVICE	Yes	No	No	USD	10/31/2022	300.00
			49041	1334102705	Check	1	5005		MADISON NATIONAL LIFE	Yes	No	No	USD	10/31/2022	19.00
			49033	1334102706	Check	1	4076	R1	MASSP	Yes	No	No	USD	10/31/2022	205.00
			49030	1334102707	Check	1	3671		MCDOWELL AGENCY INC	Yes	No	No	USD	10/31/2022	356.00
			49035	1334102708	Check	1	4442		MEDURE, PAT	Yes	No	No	USD	10/31/2022	100.00
			49049	1334102709	Check	1	5540	R1	MINERS INC	Yes	No	No	USD	10/31/2022	342.91
			49051	1334102710	Check	1	5630		MN PEIP	Yes	No	No	USD	10/31/2022	886.34
			49042	1334102711	Check	1	5031		NORTH HOMES INC	Yes	No	No	USD	10/31/2022	44,466.18
			49043	1334102712	Check	1	5081		NORTHERN DOOR	Yes	No	No	USD	10/31/2022	241.50
			49018	1334102713	Check	1	14200		NORTHERN STAR COOPERATIVE SE	Yes	No	No	USD	10/31/2022	515.39
			49024	1334102714	Check	1	2610		NOR-TRAN INC	Yes	No	No	USD	10/31/2022	2,751.75
			49026	1334102715	Check	1	2930		OREILLY AUTOMOTIVE INC	Yes	No	No	USD	10/31/2022	198.90
			49025	1334102716	Check	1	2896		PAN-O-GOLD BAKING CO	Yes	No	No	USD	10/31/2022	675.87
			49053	1334102717	Check	1	5908		PEACEMAKER RESOURCES	Yes	No	No	USD	10/31/2022	3,536.00
			49034	1334102718	Check	1	44170		POPPLERS MUSIC STORE	Yes	No	No	USD	10/31/2022	980.00
			49028	1334102719	Check	1	3364		PORTABLE JOHN	Yes	No	No	USD	10/31/2022	230.00
			49036	1334102720	Check	1	45575		QUALITY REFRIGERATION & HEATIN	Yes	No	No	USD	10/31/2022	167.50
			49037	1334102721	Check	1	45676		RAJALA MILL CO INC	Yes	No	No	USD	10/31/2022	680.68
			49038	1334102722	Check	1	45790		RANGE PAPER CORPORATION	Yes	No	No	USD	10/31/2022	236.90
			49039	1334102723	Check	1	45845		RAPIDS WELDING SUPPLY	Yes	No	No	USD	10/31/2022	39.50
			49040	1334102724	Check	1	46375		SANDSTROM'S	Yes	No	No	USD	10/31/2022	4,566.98
			49059	1334102725	Check	1	21025		ISD 0031 - BEMIDJI	Yes	No	No	USD	10/31/2022	1,956.92
			49061	1334102727	Check	1	21500		ISD 0318 - GRAND RAPIDS	Yes	No	No	USD	10/31/2022	1,136.10
									Bank Total: 2						$828,753.73
									Report Total:						$828,753.73

October 2022 Happenings in the Buildings and Grounds Dept

- Received, assembled and placed new King student desks in classrooms
- Working on lighting improvement project at King
- Ordered replacement glass from broken windows at doors 9 and 11
- Sent handheld radios in for testing and repair. Now back and serviceable
- Made roof repairs at HS (Commons area)
- Purchase urinal dividers for King restrooms
- Received two bottle filler fountain combo units to be installed, one at King North end and on at HS by Fitness Center
- Replaced lock on Art and Science Room at King
- Completed winterization of irrigation systems
- Purchase live trap for pest control around buildings

School Board Meeting
November 14, 2022

Integrated Student Support

Continuing conversations with partners about site based clinic
Minnesota School Sealant Program will be at King School on Dec. 9

Expanded Learning Time and Opportunities

After School Learning Academy 2 teachers are interested

Family and Community Engagement

Pop Up Pantry-November 1 60+
Last scheduled Pop Up Pantry is December 6

Collaborative Leadership and Practices

Continuing to work with IEDC-Welcoming Communities
United Way reached out and wants to invite Full Service to board meeting to talk about FS
Working with Peacemakers out of Bemidji on social emotional learning for Tech Hub
Received a grant from Forward Foundation to purchase winter coats for students

DEER RIVER STEP UP

Good evening Deer River School Board and community! Our coalition and STEP UP youth group have been busy since our last update. Since we created our youth subcommittees, we have been able to deploy them for action. We brought five students, three coalition members, and two chaperones to Duluth for the Minnesota Program Sharing Conference. Our logo design group has made several potential logos. The youth group has held multiple meetings to discuss and test radio ads, logo material, billboards, posters, and videos. We have had tremendous support from our Superintendent and Principal. We are currently working on a mentoring program with school counselors where high school students can meet with sixth graders to discuss complex issues such as substance abuse. We want to thank the school board for their continued support!

S.T.E.P Coalition
November 2022
UPDATE

2022-2023 School Calendar

IASC
Itasca Area Schools Collaborative
www.iasc.k12.mn.us

ISD 2 - Hill City School
ISD 118 - Northland Community Schools
ISD 316 - Greenway Public Schools
ISD 317 - Deer River Schools
ISD 318 - Grand Rapids Area Schools
ISD 319 - Nashwauk-Keewatin Schools
ISD 698 - Floodwood School

DEER RIVER SCHOOLS

After School Conference Dates:

DRHS:
- October 5 @ Ball Club (Baaga'dawaaning)
- October 12 @ DRHS
- March 8 @ Inger (Chachabahning)
- March 15 @ DRHS

King:
- November 10 & 17
- February 9 & 16

* All conference meeting times, locations, dates, and formats may be subject to change.

School Day Schedule:

	Start	Dismiss
M, T, Th, F		
King	**8:25 AM**	**2:56 PM**
DRHS	**8:25 AM**	**3:06 PM**
Wednesday		
King	**8:25 AM**	**2:20 PM**
DRHS	**8:25 AM**	**2:30 PM**

WEBSITE: www.isd317.0rg

August 0/2

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Teacher Days 30-31

September 19/20

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9/5 Labor Day

October 19/19

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

MEA 10/20 and 10/21

November 18/20

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Thanksgiving Holiday 11/24 & 11/25

December 16/16

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Winter Break 12/23-1/2

January 19/21

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1/16 MLK Day

1/20 - end of first semester

February 18/19

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

2/20 President's Day

March 21/22

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3/23 end of 3rd Qtr

April 18/18

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4/7 - 4/10 Easter Break

May 22/22

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

5/29 Memorial Day

June 1/2

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16

6/1 - last day for students

6/2 - last day for teachers

	Student Days	Teacher Days
Qtr 1:	42	45
Qtr 2:	43	46
Qtr 3:	41	43
Qtr 4:	45	47
	171	181

First / Last Day of School

Holiday / No School

End of Quarter

Teacher Workshop/No School

Conf. Comp Day/No School

Abstract of Votes Cast
Independent School District No. 317 (DEER RIVER)
State of Minnesota
at the State General Election
Held Tuesday, November 8, 2022

Compiled from the Official Returns.

Summary of Totals
Independent School District No. 317 (DEER RIVER)
Tuesday, November 8, 2022 State General Election

Number of persons registered as of 7 a.m.	4391
Number of persons registered on Election Day	98
Number of accepted regular, military, and overseas absentee ballots and mail ballots	2146
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	3128

Summary of Totals
Independent School District No. 317 (DEER RIVER)
Tuesday, November 8, 2022 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

School Board Member (ISD #317) (Elect 3)

NP Lloyd Kongsjord 1513	NP Kyle E. Fairbanks 1290	NP Pamela J. Thompson 1294	WI WRITE-IN 31

Detail of Election Results
Independent School District No. 317 (DEER RIVER)
Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
11 0275 : TORREY TWP	126	5	95
11 0295 : WAHNENA	102	1	75
31 0020 : BALL CLUB PREC	289	8	151
31 0065 : BOWSTRING TWP	157	2	121
31 0090 : DEER LAKE PREC	512	8	407
31 0095 : DEER RIVER P-1	5	1	4
31 0096 : DEER RIVER P-2	461	19	261
31 0100 : DEER RIVER TWP P-1	0	0	0
31 0101 : DEER RIVER TWP P-2	478	11	336
31 0205 : INGER PREC	153	3	105
31 0225 : LAKE JESSIE TWP	185	1	141
31 0235 : LIBERTY PREC	44	0	27
31 0244 : GRAVE LAKE PREC	107	5	97
31 0249 : MARCELL TWP	344	10	279
31 0270 : MORSE TWP P-1	379	9	267
31 0271 : MORSE TWP P-2	0	0	0
31 0295 : OTENEAGEN TWP	200	1	130
31 0310 : SAND LAKE TWP	152	2	122
31 0335 : STOKES TWP	155	2	124
31 0370 : WELLERS-MCCORMICK PREC 1	88	1	61
31 0371 : WELLERS-MCCORMICK PREC 2	195	3	151
31 0375 : WINNIBIGOSHISH PREC	151	3	90
31 0380 : WIRT TWP	65	0	51
31 0385 : ZEMPLE	43	3	33
Independent School District No. 317 (DEER RIVER) Total:	4391	98	3128

Detail of Election Results
Independent School District No. 317 (DEER RIVER)
Tuesday, November 8, 2022 State General Election

Office Title: School Board Member (ISD #317) (Elect 3)

Precinct	NP Lloyd Kongsjord	NP Kyle E. Fairbanks	NP Pamela J. Thompson	WI WRITE-IN
11 0275 : TORREY TWP	14	17	18	0
11 0295 : WAHNENA	55	38	48	1
31 0020 : BALL CLUB PREC	88	95	90	1
31 0065 : BOWSTRING TWP	72	57	73	6
31 0090 : DEER LAKE PREC	64	57	54	0
31 0095 : DEER RIVER P-1	2	3	1	0
31 0096 : DEER RIVER P-2	146	166	151	4
31 0100 : DEER RIVER TWP P-1	0	0	0	0
31 0101 : DEER RIVER TWP P-2	235	194	194	5
31 0205 : INGER PREC	63	66	60	0
31 0225 : LAKE JESSIE TWP	83	59	72	0
31 0235 : LIBERTY PREC	1	2	2	1
31 0244 : GRAVE LAKE PREC	54	46	37	0
31 0249 : MARCELL TWP	165	104	99	6
31 0270 : MORSE TWP P-1	180	152	147	6
31 0271 : MORSE TWP P-2	0	0	0	0
31 0295 : OTENEAGEN TWP	92	79	81	0
31 0310 : SAND LAKE TWP	76	56	63	0
31 0335 : STOKES TWP	23	19	24	0
31 0370 : WELLERS-MCCORMICK PREC 1	1	0	1	0
31 0371 : WELLERS-MCCORMICK PREC 2	8	4	6	0
31 0375 : WINNIBIGOSHISH PREC	35	37	34	0
31 0380 : WIRT TWP	33	20	16	0
31 0385 : ZEMPLE	23	19	23	1
Total:	**1513**	**1290**	**1294**	**31**

We, the school board members of Independent School District No. 317 (DEER RIVER), certify that we have canvassed the returns of the State General Election held on Tuesday, November 8, 2022 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of Independent School District No. 317 (DEER RIVER).

Witness our official signature at _____ in _____ County this _____ day of _____, 2022.

_____
School Board Member

_____
School Board Member

_____
School Board Member

_____
School Board Member

_____
School Board Member

_____
School Board Member

_____
School Board Member

State of Minnesota
Independent School District No. 317 (DEER RIVER)

I, _____, Clerk of the Independent School District No. 317 (DEER RIVER) do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the Independent School District No. 317 (DEER RIVER) State General Election held on Tuesday, November 8, 2022.

Witness my hand and official seal of office this _____ day of _____, 2022.

_____

DEER RIVER SCHOOLS
HOPE · HAPPINESS · SUCCESS
BAGOSENDAM · MINWAANIGOZI · GASHKITOON

DEER RIVER HIGH SCHOOL
101 First Avenue NE
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

October 19, 2022

Blandin Foundation
100 North Pokegama Avenue
Grand Rapids, MN 55744

To Whom it May Concern:

ISD #317, Deer River Public School District, is writing this letter in support of the Rural Leadership Boost Grant. We will be collaborating with the project called Leech Lake Placemaking. Delina White will be the primary Grantee and ISD #317 will serve as Fiscal Agent for this grant.

The Leech Lake Placemaking Project will be used for geography, social studies and other subjects. Part of the project will be focusing on the seven (7) values of Anishinaabe people to build knowledge, self-esteem, academics and development of leadership skills. The project will also be documenting and creating historical perspectives from events that have happened that effected our land holdings and environment.

A couple of land holding examples include:

- The dams on Leech Lake Reservation that changed our lifestyles and environment
- The Turtle Mound is a significant place of spirit and cultural importance to Anishinaabe and Dakota people
- The Cutfoot Sioux area
- Battle Point which is the last battle site in the United States with indigenous people

Sincerely,

Pat Rendle
Superintendent
ISD #317, Deer River Public School District

Travis Anttila
Board Chair
ISD #317, Deer River Public School District

Grant Application Summary

Organization Information

Independent School District No 317	
Name of organization/entity (must match your W-9)	*Name on articles of incorporation, if different*

101 1st Ave NE. Deer River Mn 55636		
Address	*City, State, Zip*	*Employer Identification Number (EIN)*

218-256-5466	*prendle@isd317.org*	
Phone	*Fax*	*Website*

Pat Rendle	*Supt.*	*218-256-5466*	
Name of Executive Director, CEO, Board Chair, or Lead Organizer	*Title*	*Phone*	*E-mail*

Name of contact person regarding this application	*Title*	*Phone*	*E-mail*

Is your organization an IRS 501(c)(3) nonprofit? ☐ Yes ☐ No

If no, is your organization a public agency, Tribal government entity, or unit of government (as it reads on your W-9)?

☐ Yes ☐ No

If no, list name and address of fiscal agent, including EIN number:

	EIN Number

If you will be working through a fiscal agent, please attach an email or letter confirming they have agreed to be the fiscal agent for your organization and this grant.

Please attach your organization's or the fiscal agent's current W-9. A blank copy is attached for your convenience.

Anti-Discrimination Policy*

Blandin Foundation does not discriminate on the basis of race, color, religion (creed), gender identity, gender expression, age, national origin (ancestry), disability, marital status, familial status, sexual orientation, sex, pregnancy, military status, or any other legally protected status or characteristic in its activities or operations. Blandin Foundation does not knowingly award grants to organizations that violate our anti-discrimination values. If at any point in a working relationship Blandin Foundation discovers standards, policies, or practices held by any of our partners that violate this anti-discrimination policy, Blandin Foundation reserves the right to terminate the relationship, contract, and/or ask for funds to be returned to the Foundation to the extent permissible by law, in addition to Blandin Foundation's cessation of business with that organization or entity in the future.

Does your organization, project, or initiative comply with our Anti-Discrimination Policy?

xxx☐ Yes ☐ No

*Excerpt, view Blandin Foundation's full Anti-Discrimination Policy here.

Proposal Summary

Duration of project:_____ **to** _____

Please give a 2-3 sentence summary of your proposal:

Please give a 1-2 sentence summary of the geographic area your proposal will serve:

Budget Summary

Fiscal Year of Organization or Project:

Total project budget: $

Total dollar amount requested of Blandin Foundation: $

Total annual budget (of entity or organization): $ 17,000,000. ($25,000,000 **2023**)

Signature

Name of CEO/Executive Director/Board Chair/Elected Official

Signature (scanned/electronic signature acceptable)

Blandin Foundation™
STRENGTHENING RURAL MINNESOTA

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COUNTIES OF ITASEN & CASS INC

2 Business name/disregarded entity name, if different from above

INDEPENDENT SCHOOL DISTRICT NO 317

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 307

Requester's name and address (optional)

6 City, state, and ZIP code

DEER RIVER, MN 56636

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	1	-	6	0	0	1	5	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ J Dmtth Date ▶ 5/19/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

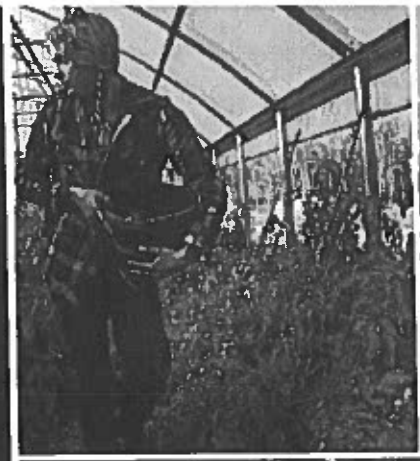
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Blandin Foundation

STRENGTHENING RURAL MINNESOTA











Rural Leadership Boost Grants

Grant Application

By Invitation Only
Due Date: October 19, 2022

Rural Leadership Boost Grants

Overview

The last two years of complex crises have taken a toll on leaders across rural Minnesota. In times like this, of great challenge and opportunity, the resilience and fortitude of rural people and places shines through. Yet, we recognize the critical need for more resources to move small communities from where they are to where they want to go. Rural Leadership Boost Grants were designed to support local ideas and the dreamers and doers who move rural places forward. This third and final round of funding will support creative placemaking projects throughout rural Minnesota. Thank you for bringing your ideas to us.

Guidelines

- Proposals will be rated according to five criteria. Projects are more likely to be funded if they include the following characteristics:
  - Address a one-time creative community project that increases connection and livability, including murals, sculptures, historic building use, trails, parks, and other creative/artistic spaces and amenities broadly available to the public (Placemaking).
  - Bring about positive, visible change in the community (Change).
  - Include people affected by the project and people who normally are not invited to participate in public projects (Equity).
  - Bring new resources (both financial and non-financial) to the community (Resources).
  - Process and project are seen as innovative (i.e. address a new idea in a new way) by the community (Innovation).
- Project expenses may include materials, technology, labor, consulting, and other expenses necessary to complete the project.
- Visit our website for a list of ineligible activities and organizations. For example, we can not grant to religious organizations or chambers of commerce.

Timeline:

Project Timeline: December 1, 2022 – November 30, 2023

Friday, October 7th: Proposals invited; applications sent out

Wednesday, October 19th: Deadline for returning proposals to grants@blandinfoundation.org

Friday, November 11th: Proposal review, processing, notification

Monday, November 28th: All grant agreements completed

Questions/Contact:

Please reach out to either LuAnn Robinson or Linda Gibeau at 218-326-0523 and lrobinson@blandinfoundation.org / lmgibeau@blandinfoundation.org

Blandin Foundation
STRENGTHENING RURAL MINNESOTA

Grant Application Summary

Organization Information

Delina White	N/A
*Name of organization/entity (**must match your W-9**)*	*Name on articles of incorporation, if different*

PO Box 1352 / 8567 Midway Drive NW, Walker, MN 56484		470.94.5836
Address	*City, State, Zip*	*Employer Identification Number (EIN)*

218.513.7363	N/A	iamanishinaabe.com
Phone	*Fax*	*Website*

N/A

Name of Executive Director, CEO, Board Chair, or Lead Organizer	*Title*	*Phone*	*E-mail*
Delina White	Artist	218.513.7363	iamanishinaabe@gmail.com
Name of contact person regarding this application	*Title*	*Phone*	*E-mail*

Is your organization an IRS 501(c)(3) nonprofit? ☐ Yes ☒ No

If no, is your organization a public agency, Tribal government entity, or unit of government (**as it reads on your W-9**)?

☐ Yes ☒ No

If no, list name and address of fiscal agent, including EIN number:

Deer River ISD#317, PO Box 317, Deer River, MN 56636	41-6001597
	EIN Number

If you will be working through a fiscal agent, please attach an email or letter confirming they have agreed to be the fiscal agent for your organization and this grant.

Please attach your organization's or the fiscal agent's current W-9. A blank copy is attached for your convenience.

Anti-Discrimination Policy*

Blandin Foundation does not discriminate on the basis of race, color, religion (creed), gender identity, gender expression, age, national origin (ancestry), disability, marital status, familial status, sexual orientation, sex, pregnancy, military status, or any other legally protected status or characteristic in its activities or operations. Blandin Foundation does not knowingly award grants to organizations that violate our anti-discrimination values. If at any point in a working relationship Blandin Foundation discovers standards, policies, or practices held by any of our partners that violate this anti-discrimination policy, Blandin Foundation reserves the right to terminate the relationship, contract, and/or ask for funds to be returned to the Foundation to the extent permissible by law, in addition to Blandin Foundation's cessation of business with that organization or entity in the future.

Does your organization, project, or initiative comply with our Anti-Discrimination Policy?

☒ Yes ☐ No

*Excerpt, view Blandin Foundation's full Anti-Discrimination Policy here.

Proposal Summary

Duration of project: December 01, 2022 to November 30, 2023

Please give a 2-3 sentence summary of your proposal:

Introduce Leech Lake Placemaking to youth as interactive participation workshops incorporating the 7 Anishinaabe Values for teaching historical perspectives about local events that have affected and changed our Native traditional land holdings, lifeways and environment on the Leech Lake reservation. The goal is to build a connection to the land, self-identity, self-esteem, and promote the importance of academics by enhancing their traditional cultural knowledge. Workshops include travel to important historical sites within the Leech Lake reservation boundaries to hear lectures and develop discussion skills from accredited traditional cultural knowledge bearers as role models.

Please give a 1-2 sentence summary of the geographic area your proposal will serve:

In 1855, the Leech Lake reservation was established by treaty. There are currently 17 communities within 3 reservation districts: Inger, Ball Club, S.Lake, Winnie Dam, Deer River, Bena, Boy Lake, Sugar Point, Kego Lake, Mission, Pennington, Cass Lake, Onigum, Oak Point, Prescott, Smokey Point and Breezy Point. These communities are divided among 4 counties: Cass, Beltrami, Hubbard, Itasca and 7 school districts. As of September 2015, the total enrollment living on the Leech Lake reservation is 9,509. Previous estimates of population indicated that close to this amount are 18 years of age and under. The Leech Lake Tribe holds the smallest percentage of its reservation of any of the state's tribes. County, state, and federal governments owned well over half of the original land. Of the 864,158 original acres, nearly 300,000 acres are surface area of the three big lakes (Cass, Winnie, and Leech). The National Chippewa Forest has the largest portion of the land and is within the reservation boundaries. This leaves approximately 3% of the original land base for the Leech Lake Band of Ojibwe. (Leech Lake Band of Ojibwe website). Our service area for this proposal will be students enrolled in the Deer River school district, primarily from the Inger, Ball Club and Bena communities, as well as other members of the outlying indigenous communities on the Leech Lake reservation.

Budget Summary

Fiscal Year of Organization or Project: Dec. 1, 2022 – Nov. 30, 2023

Total project budget:	$150,000
Total dollar amount requested of Blandin Foundation:	$150,000
Total annual budget (of entity or organization):	$0

Signature

Delina White

Name of CEO/Executive Director/Board Chair/Elected Official

Delina White

Signature (scanned/electronic signature acceptable)

Proposal Narrative

1) Describe the project your organization is undertaking. Help us understand the project in more detail, including who is leading, who is engaged, and what issue the project will address.

The key individuals who will be involved in the project as administrators and presenter educators include:

- Delina White, enrolled member of the Leech Lake Band of Ojibwe, B.S. in Business Administration, Emphasis in Management, Fashion Designer, Model Coach & Stylist, Fashion Show Producer, Indigenous Materials Jewelry Maker and Beadwork Artist is the Project Manager will be in charge of executive direction, mentoring, planning, administration, financial management, record keeping and reporting.
- Gerald White, enrolled member of the Leech Lake Band of Ojibwe, B.S. in Biology, MN State Teacher's License, 16 years' experience in teaching Ojibwe History, Culture, Language and Arts, and is the current Director of Indian Education at the Deer River School District #317, will be the Project Assistant in charge of recruitment, mentoring, supervision, and responsible for cultural education programming and teaching.

Accredited Traditional Culture Bearers include:

- Camille Naslund (Ozhaa-washkwaa-gwanebikwe), enrolled member of the Leech Lake Band of Ojibwe, 1st Generation student with a Ph.D. in Education, is the current Director of the Niigaani Ojibwe Language Emersion Program at the Bugonaygeshig School, and has 15 years' experience in education and 15 years in community services with Native people. Emphasis in Ojibwe Language and Culture.
- Angela LaRocque, enrolled member of the Turtle Mountain Band of Chippewa, Ph.D. Clinical Psychologist at Turtle Mountain, ND Indian Health Services, specializing in Child Psychology. Emphasis in Ojibwe Culture.
- Willow Jack Abrahamson, enrolled member of the Shoshoni-Bannock Tribes, Trauma Therapist at the Community Mental Health Services of Idaho. Emphasis in Shoshoni Bannock Language and Culture.
- Sage Davis, enrolled member of the Leech Lake Band of Ojibwe, B.A. in Communications & Rhetoric, M.A. in Education, and currently working on a Ph.D. in Cultural Fashion Design. Emphasis in Ojibwe Language and Culture.

Media Specialist: Ningozis White, Photographer Videographer, enrolled member of the Leech Lake Band of Ojibwe, B.S. in Exercise Science, currently working as a Physical Trainer for the Leech Lake Band of Ojbwe Health Division, Cass Lake Fitness Center.

In collaboration with the Deer River School District ISD#317 educators will assist by supporting this project in their classrooms and on field trips to various historical locations within the Leech Lake reservation boundaries. They will participate in the cultural activities coordinated by the Project Director and provide supervision and oversite of the students during the presentations and throughout the planned events. The Accredited Traditional Culture Bearers will provide education in focus areas of their knowledge, skills and abilities. The Media Specialist will be documenting the project via photos and video, and will also be presenting on the importance of exercise, physical fitness, diet and nutrition, diabetes and heart disease prevention.

These individuals will be working in this project as a support team to provide outreach engagement using education to develop social capital in a culturally based response for healing from unresolved

grief, loss, and relationships from intergenerational trauma, mental health and familial dysfunction. We will be utilizing positive cultural activities to connect the students to the land of their ancestors while teaching cultural values and beliefs through discussion, and inter-related academic activities in the areas of geography, history, social studies, science and math.

2) What will change in your community because of this project?

Academic achievement has been discussed for years in the state of Minnesota with little or no change overall. This project has the potential for being a pilot project as a catalyst for educational change. The hope is to show a new model for providing change in the educational system, which has failed Native children. This project will provide a successful example of how to educate our Native youth by providing programming that integrates cultural teachings into academics. This project is an emergency response to the youth suicides rampant in our communities. One suicide is too many. This project will acknowledge the ongoing threat of low self-esteem and how hopelessness shuts down the ability to participate fully in academics. This project will help change the mind-set of decision makers. It is also our hope to generate long term and ongoing support while changing the way we interact with our youth. This project is designed to work with schools to help in the crisis that our educators are experiencing, and to provide additional support for parents who want to participate, but don't know how. The goal is to change the way people look at education, which is why we still have such a huge achievement gap. We need to reconsider the social mind-set of our youth by building positive relationships with them, which is why we have selected the excellent role models in this project who can provide relevant information that will get these youth excited to attend school and finish their advanced degrees.

3) Please tell us how you've included people who will benefit from this project during your planning.

A common theme from many of the Anishinaabeg is the almost innate reluctance to attend public schools. Over 60% of Native youth feel they do not fit in or have no place in public schools, as reported in the annual Deer River School Climate Survey. Native students have communicated that they would show more interest in school if there was a reason for them to attend, such as cultural knowledge, cultural programming, caring adults, and general overall school environment. This project will provide the incentive and interest for continued school attendance, with scaffolding support from the school educators. The collaborating educators include: Sherwin Obey, Cultural Specialist; Jade Wilson, Cultural Teacher; Rachel Herring, Cultural Arts Specialist; Andrew Jackson, Cultural Teacher; Patty Gephart, Special Education Teacher; Lauren Fairbanks, Student Support Services; Natalie Bebeau, Student Support Services; Lynn Evans, Social Studies Teacher; Taylor Goggleye, Special Education Teacher, Delaina Smith, Middle School Principal. The student cohort will include primarily high school grades 9th-12th. It is projected that these students will become role models and provide visible change and leadership behaviors for younger students. The selection process will start by announcing the program and requesting students to sign up through the Anishinaabe Giikanoo-amaadi'wigamigoong (Indian Education) department. A minimum of 15 students will become the core group, with alternates as replacements if necessary. Additional students will be included when events can manage additional or increased participants. Criteria will be based on interest & commitment.

4) Please list 2-3 specific goals the project will accomplish (a bulleted list is optimal).

- Develop increased Leadership skills = positive mental health
- Increased Anishinaabeg cultural knowledge = positive self-identity
- Increased knowledge of Leech Lake history = positive connection to the land

5) In addition to these questions, and what you shared in the letter of interest you submitted this spring, what else would you like us to know about the project? (If nothing, you can skip this question.)

Land and water to the Anishinaabeg are just as important as the air we breathe. It is the bedrock of our beliefs and has formed our traditions and our life narrative. Our educational processes begin with the stories about how things became to be and how we learn to live amongst nature and how we treat each other. Our place on earth comes with responsibilities to take care of ourselves so that we can take care of others. The world we liv in provides us with our needs to sustain our physical, emotional, and mental health. The Anishinaabeg and other indigenous peoples did not want for anything. We were taught throughout our lives about our familial ties and our role within our communities. With the emergence of the colonial systems imposed upon our native values, many of the strong traditions were extinguished from our community and our traditional knowledge base. Our family and community dynamics were ripped apart by the colonial structure within the imposed assimilation policies of the federal government and educational systems.

"NO ONE that comes here and stops for a while can know how important this is to us. When our lands were given to us by the Great Father (Creator) we could do something, but if these dams are made we will all be destroyed." ~ these words were spoken by Flatmouth, Chief of the Pillager Band of Anishinaabeg at Leech Lake council in November, 1883.

6) Attach an income and expense budget in whatever format you have; feel free to include any notes that will help us understand your budget.

Examples of historical site visits include: Battle Point, Cut-foot Sioux, Turtle Mound, Winnie Dam, Flatmouth Grave, Lost 40, & Leech Lake Fisheries. Examples of activities include: maple sugar bush, kayaking, lacrosse, & leadership training, runway modeling and photo shoot techniques. A teaching lodge will be built on Agency Bay lakeshore where the original Minnesota Chippewa Tribe headquarters was located. The teaching lodge is important to be in a wanagan, wigiwam, or circular shelter where learning can be done in a traditional setting. Some teachings will be a conducted at the school with technology and multi-media presentations including art demonstrations. Students will carry journals for writing or drawing. Presentations organized by the students and determined in a way that they are comfortable will be conducted at the end of the project, including a cultural fashion show.

EXPENSES	
Project Manager	50,000
Project Assistant	20,000
Fees for Service	28,000
Media Specialist	10,000
Student Transportation	12,000
Education Materials	5,000
General Supplies	5,000
Equipment	10,000
Teaching Lodge	10,000
TOTAL	150000

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND COMMUNITY SCHOOLS,** hereinafter referred to as "**Northland**" 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. **Northland 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 certain professional services from **Northland:** specifically, .7 FTE licensed school psychologist services, for the 2022-2023 school year.

C. **Northland** desires and agrees to provide the needed professional 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:

I. DESCRIPTION OF WORK:

Northland shall provide to **Deer River** the following services:

A .7 FTE licensed school psychologist services for the 2022-2023 school year;

II. PAYMENT:

Deer River shall pay to **Northland** for the above services, as follows:

The sum of the .7 FTE step 15/Lane 9 salary from the salary schedule in the Northland teacher contract plus benefits and relevant administrative costs payable at the end of FY23, or as otherwise agreed upon by the parties.

III. PERSONNEL PERFORMING SERVICES:

A. Personnel or employees of **Northland** assigned by **Northland** 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. **Northland** 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 **Northland** to perform the services.

Northland 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. **Northland** 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. **Northland** 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.**

IV. 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 **Northland.** However, **Northland** 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. **Northland** 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 **Northland's** personnel/employees will not be entitled to any benefits from **Deer River** or to any of the benefits and rights which **Deer River** provides its own employees.

V. DURATION:

A. The agreement shall continue throughout 2022-2023 school year and shall automatically terminate at that time, unless renewed or extended by written agreement of the parties.

VI. COMPLIANCE WITH POLICIES AND PROCEDURES:

A. **Northland** 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 on-site, day-to-day direction of the superintendent and building principal 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 **Northland** 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 **Northland** administrator having oversight responsibilities over said employee.

B. **Northland** 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 **Northland**; with any such violation of policy or rule to be considered also a violation of policy or rule of **Deer River**.

C. **Northland** 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 **Northland** to perform services under this agreement shall be dealt with by **Northland**, and shall be subject to **Northland's** collective bargaining agreement and disciplinary process. However, **Deer River** shall have the right to request removal of any such employee from performing services under this agreement, and have the right to have another **Northland** employee assigned to perform said services.

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.

VII. LIABILITIES AND INDEMNIFICATION:

A. **Northland** 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. **Northland** 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 **Northland** harmless from and for any claim or cause of action which might arise therefrom.

VIII. DISPUTE RESOLUTION:

The parties agree that any and all disputes arising out of this agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services, and shall be conducted in accordance with its procedures and rules. Under no circumstances, shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this agreement.

XI. 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. 317, Deer River Schools,

By _____
Authorized Signature

Date_____

"**Northland":**

INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND

By _____
Authorized Signature

Date_____

MEMORANDUM OF UNDERSTANDING

BETWEEN NORTH HOMES CHILDREN & FAMILY SERVICES

AND DEER RIVER SCHOOL DISTRICT, ISD #317

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between North Homes, Inc. (North Homes Children & Family Services), a non-profit corporation, and the Deer River Public Schools, Independent School District #317.

WHEREAS, relevant members of each agency were present at a meeting on November 2, 2022 to discuss issues regarding communication and billing processes between North Homes, Inc. and ISD #317 with respect to the ISD 317 Day Treatment Program.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between North Homes Children & Family Services and the Deer River School District, by outlining in greater detail the expectations and timelines with respect to the Day Treatment Program Professional Service Agreement effective June 30, 2022.

Therefore, North Homes Children & Family Services and the Deer River School District agree that it is in the best interest of all concerned to outline the following protocol with respects to communications and billing of the Day Treatment Program.

i. North Homes will strive to invoice ISD #317 within 30 days after the last day of the month, but never later than 60 days after the last day of the month. If there is any deviation of this process ISD #317 representative will be notified.

ii. North Homes and ISD #317 will respond to written and verbal communication (emails/phone calls) from each other within 10 business days.

iii. Within 10 business days of receipt of an invoice, ISD #317 will notify North Homes of any service compliance concerns such as incomplete service, overlapping sessions, services without updated DA or Tx Plans, or services not written into IEP or part of an IEP group. North Homes will research and correct the invoice within 10 business days. A new invoice will be sent to ISD #317.

iv. North Homes will strive to produce invoices and spreadsheets that are error-free and easy to read. Any errors will be noted by ISD #317 and returned to North Homes within 10 business days. North Homes will research and correct the invoice within 10 business days. A new invoice will be sent to ISD #317.

v. ISD #317 will remit payment to North Homes, Inc. no later than 45 days from the initial date of invoice.

THIS Memorandum of Understanding is created to help clarify roles and expectations in respect to the 2022 Day Treatment Program and is not intended to replace or alter the original contract language.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective the day and year of the last signature below.

By: _____ 11-7-22

James C. Christmas, President & CEO — Date

North Homes, Inc.

By: _____

ISD #317 Superintent — Date

_____

ISD #317 School Board Chairperson — Date