

Regular School Board Meeting
Tuesday, August 24, 2021 4:30 PM

Concord Education Center
9015 Broderick Blvd.
Inver Grove Heights, Minnesota 55076

Agenda

- I. **Call to Order - Chair Melissa Sauser**
- II. **Conduct Pledge of Allegiance - Chair Melissa Sauser**
- III. **Visitors Opportunity to be Heard - Chair Melissa Sauser**
- IV. **Old Business**
 - A. Dedication of the Jill Lewis Training Center - Mark Zuzek
- V. **Updates from Student Service, DCALS, Superintendent - Dr. Melissa Schaller/Eric VanBrocklin/Dr. Michael Favor**
- VI. **Consent Items - Chair Melissa Sauser**
 - A.
 - Minutes:
 - July 20, 2021 - School Board Organizational Meeting Minutes
 - July 20, 2021 - School Board Regular Meeting Minutes
 - Personnel:
 - Policies:
- VII. **Donations:**
- VIII. **Executive Director of Business Services Reports - Nicolle Roush**
 - A.
 - Bills
 - Wire Transfers
 - investment Reports
- IX. **New Business**
 - A. Review School Board Agenda items for 2021-2022
 - B. Review and Approve Agreement between ISD #271 and Intermediate School District 917 for Purchase of Early Childhood Special Education Teacher for early childhood mental health programs - Melissa Schaller
 - C. Review and Approve Agreement between ISD #192 and Intermediate School District 917 for Purchase of Early Childhood Special Education Teacher for early childhood mental health programs - Melissa Schaller
- X. **Future Agenda Items**
 - A. Set date to get Board picture for website
 - B. AESE Conference, December 1-4, 2021, Houston, TX

<https://www.aesa.us/annualconference/>
 - C. Discussion of future Board meetings - in person or Google Hangouts - All

<https://www.revisor.mn.gov/statutes/cite/13D.021>
- XI. **Any Updates from Member Districts?**
- XII. **Adjournment - Melissa Sauser**

Executive Director of Student Services
Board Update
August 2021

- **Staffing:** We continue to work on staffing for the 2021-2022 school year. Lauren Kelly, HR Coordinator and Jessica Huss, Talent Acquisition Specialist, have coordinated two recruitment events, one in person and one virtually. These have not yielded significant gains in filling positions for paraprofessionals unfortunately. At the writing of this report we have 129 openings for non licensed staff, most of these being paraprofessionals. There are eight offers of employment pending.

We continue to have licensed staff openings. Depending on some hiring that is pending at the time of this report, we will have most critical positions hired and are working with staffing agencies to fill necessary positions. We will start the year with 1.5 teaching positions open at AEC, 1 teaching position open at DCALS-South/Options, and 4 teaching positions open at CEC.

It should be noted that, if our positions were full, it is likely that we would have a minimal wait list for special education programming if any. I will provide more detail regarding our wait list at a future meeting.

- **Returning to Learning:** Our Returning to Learning committee reconvened on August 10th and will meet again on August 23rd. Dr. Brooke Peterson has, once again, organized our planning into a document posted to our website that can also be accessed [here](#). Due to the status of the pandemic, the nature of the students that we serve, as well as our role as a service organization, the group agreed to move forward requiring masks for all staff and students. This will include staff and students working in ISD 917 programs and providing services in our member district buildings.
- **Professional development:** As part of our discussions with the Returning to Learning committee, we also decided in order to avoid any potential for a COVID-19 outbreak, especially one that would span multiple district sites and programs, we would move all large group professional development to a virtual format. Staff will still gather at sites, but in small groups. You can access our schedule for professional development by clicking [here](#). Each assistant director/principal also has a site/program specific schedule.
- **Monthly communication:** As many of you may be aware, over the course of last school year, I sent a weekly newsletter to staff utilizing the platform, Smore. The frequent communication districtwide was largely due to the pandemic. I will continue to use Smore as a platform for sending a newsletter; however, I will send it monthly. Should more frequent updates be necessary, I will send special bulletins. If you do not have a district email and have not received these newsletters, please alert Linda Berg and she can forward them to you. The first newsletter of the year was emailed on August 19th.

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, June 20, 2021, in the Board Room at Dakota County Technical College, immediately after the Organizational meeting.

Members Present: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab and ex-officio member Superintendent Dr. Michael Favor.

Members Absent: Dave Pemble

Also Present: Nicolle Roush, Eric VanBrocklin, Melissa Schaller, and Linda Berg

School Board Chair Melissa Sauser called the meeting to order at 5:05 PM.

There were no visitors to be heard.

Dr. Melissa Schaller reported on Student Services.

Eric VanBrocklin reported on DCALS.

1. Motion by Byron Schwab, seconded by Tom Bennett to approve the consent items, as presented. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none.
 - **Minutes:** June 15, 2021, Regular School Board Meeting
 - **Personnel:** *New Hires:* Lindsey Anderson, Special Education Teacher, effective August 24, 2021. Samantha Beck, Speech Language Pathologist, effective August 24, 2021. Daniel Boston, School Social Worker, effective August 24, 2021. Jody Grote, Special Education Teacher, effective August 24, 2021. Cherise Haakana, Administrative Assistant I, effective July 6, 2021. Lily Hull, Classroom Assistant, effective September 2, 2021. Natallia Kastsechka, Administrative Assistant I, effective July 12, 2021. Morgan Kennealy, Special Education Teacher, effective August 24, 2021. Rachel NaSal, Classroom Assistant, effective September 2, 2021. Melissa Olsen, Special Education Teacher, effective August 24, 2021. Britt Pennington, Mental Health Professional, effective August 24, 2021. Daniel Ross, School Psychologist, effective August 24, 2021. Megan Sowada, Sign Language Interpreter, effective September 2, 2021. Mandi Thill, Special Education Teacher, effective August 24, 2021. Julie Tong, Classroom Assistant, effective September 2, 2021. Micah Vance, School Psychologist, effective August 24, 2021. Brytani Witt, Classroom Assistant, effective September 2, 2021. *Rehires:* Rebecca Albers, Special Education Teacher, effective August 30, 2021. Lauren Dame, Special Education Teacher, effective August 25, 2021. Latricia Domally, Special Education Teacher, effective August 30, 2021. Emily Goodson, Special Education Teacher, effective August 30, 2021. Lisa Kent, Deaf/Hard of Hearing Teacher, effective August 30, 2021. Jennifer Kerkhoff, Special Education Teacher, effective August 30, 2021. Rylee Knips, Special Education Teacher, effective August 30, 2021. Sarah Ludwig, Deaf/Hard of Hearing Teacher, effective August 30, 2021. Kianna Martinson, Special Education Teacher, effective August 24, 2021. Caroline Peterson, Deaf/Hard of Hearing Teacher, effective August 25, 2021. Amber Scherer, Special Education Teacher, effective August 25, 2021. Brittany Swanson, Special Education Teacher, effective August 30, 2021. John Volkert, Special Education Teacher, effective August 30, 2021. Lori Wilson, Special Education Teacher, effective August 30, 2021. Heather Winblad, Special Education Teacher, effective August 30, 2021. *Change in Status:* Holly Abel, Classroom Assistant to Deaf Hard of Hearing Teacher, effective August 24, 2021. Ryo Zayn Bowen, Student Assistant to Classroom Assistant, effective September 2, 2021. Lexi Canedy, Classroom

- Assistant to Special Education Teacher, effective August 24, 2021. Elizabeth Cook, from 200 to 210 days/year and 6.5 hrs/day to 7.0 hrs/day, effective July 1, 2021. Dillon Eddy, Program Assistant to Special Education Teacher, effective August 24, 2021. Mark Hennager, Program Assistant to Special Education Teacher, effective August 24, 2021. Jessica Hereford, Program Assistant to Special Education Teacher, effective August 24, 2021. Monica Joubert, Program Assistant to Special Education Teacher, effective August 23, 2021. Becky Mcnamara-Rachuy, Tech Tutor to Secondary Teacher, effective August 24, 2021. Emma Richard, Program Assistant to Special Education Teacher, effective August 24, 2021. *Resignations and terminations:* Darnisha Adams, Special Education Teacher, effective June 11, 2021. Sarah Fairbanks, Program Assistant, effective June 10, 2021. Christine Herzog, Mental Health Professional, effective August 17, 2021. Emily Kendall, Program Assistant, effective July 29, 2021. Kimberlie Nelson, Classroom Assistant, effective May 14, 2021. Marta Nelson, Special Education Teacher, effective June 11, 2021. Jason Norring, Special Education Teacher, effective June 11, 2021. Lynn Quam, Occupational Therapist, effective July 31, 2021. *Retirements:* Donna Brittain, Occupational Therapist, effective November 15, 2021. Nancy Olson, Program Assistant, effective August 31, 2021.
2. Motion by Byron Schwab, seconded by Wendy Felton, to approve the bills from June 10, 2021 to July 14, 2021, and wire transfers as presented by the Executive Director of Business Services. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none. Motion carried.
 3. Board Member Cindy Nordstrom,, introduced the following resolution accepting Donations in the amount of \$280. Motion was seconded by Byron Schwab. (Addendum A.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Byron Schwab. Voting naye: None. Resolution passed.
 4. Motion by Wendy Felton, seconded by Byron Schwab, to approve the Temporary Work Agreement Report, as presented. (Addendum B.) Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none.
 5. Motion by Byron Schwab, seconded by Kathy Lewis, to approve the annual membership renewals for Metro ECSU, AMSD, and MSBA, including Boardbook for 2021-2022. (Addendum C.) Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none.
 6. Motion by Tom Bennett, seconded by Byron Schwab, to maintain the substitute pay rate for teachers at from \$25 per hour for teachers for the 2021-2022 school year. Substitute paraprofessionals will be at the first step in the paraprofessional contract. (Addendum D.) Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none.
 7. Motion by Byron Schwab, seconded by Tom Bennett to approve the draft of the Special Education Student Handbook for 2021-2022. Additional telephone numbers are still needed. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none. (Addendum E.)
 8. Motion by Tom Bennett, seconded by Byron Schwab, to approve the draft of DCALS, DCALS North and South Student Handbook for 2021-2022. Additional telephone numbers are still needed. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none. (Addendum F.)

9. Motion by Byron Schwab, seconded by Kathy Lewis, to approve the draft of the Staff Handbook for 2021-2022. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: none. (Addendum G.)
10. Motion Tom Bennett, seconded by Cindy Nordstrom, to approve the IAQ Written Plan and all Health and Safety Plans for 2021-2022, as presented. (Addendum H.) Voting aye: Tom Bennett, Cindy Nordstrom, DeeDee Currier, Kathy Lewis, Wendy Felton, Vanda Pressnall, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
11. Motion by Wendy Felton, seconded by Kathy Lewis, to approve the Agreement between ISD 917 and ISD 199 for the Purchase of Early Childhood Special Education Teacher for early mental health programs. (Addendum I.) Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Lisa Ehleringer, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
12. Motion by Byron Schwab, seconded by Kathy Lewis, to adjourn the meeting. Voting aye: Tom Bennett, Cindy Nordstrom, DeeDee Currier, Kathy Lewis, Wendy Felton, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

There being no further business the meeting adjourned at 6:16 PM P.M.

The next regular School Board Meeting will be Tuesday, _____, at 3:30 PM the Board Room via Google Hangouts.

Clerk

INTERMEDIATE SCHOOL DISTRICT 917
Organizational Meeting

The Organizational Meeting of the Intermediate School District 917 School Board was held in the 917 Board Room at Dakota County Technical College on Tuesday, July 20, 2021, at 4:00 PM.

Members Present: Tom Bennett, Lesley Chester (to be sworn in at this meeting), Lisa Ehleringer (to be sworn in at this meeting), Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab, and ex-officio member Michael Favor.

Members Absent: Dave Pemble.

Also Present: Nicolle Roush, Eric Van Brocklin, Melissa Schaller, Brooke Peterson and Linda Berg

The meeting was called to order at 4:00 PM by Board Member Melissa Sauser.

The Pledge of Allegiance was conducted.

District 917 Notary Public, Linda Berg, administered the oath of office to newly appointed Board Members Lisa Ehleringer of Randolph and Lesley Chester of Burnsville.

Melissa Sauser asked for nominations for position of School Board Chair.

1. Motion by Cindy Nordstrom to nominate Byron Schwab as Chair. Motion by Wendy Felton to nominate Melissa Sauser as Chair. There were no other nominations. Voting was cast by raise of hands. Melissa Sauser was nominated Chair. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

Melissa Sauser assumed the position of Chair and proceeded with the meeting.

2. Motion by Kathy Lewis to nominate Byron Schwab for the position of Vice Chair. There were no other nominations. Motion was seconded by Wendy Felton. Motion passed to elect Byron Schwab as Vice Chair. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
3. Motion by Byron Schwab to nominate Cindy Nordstrom as Clerk. There were no other nominations. Motion by Tom Bennett, seconded by Byron Schwab to elect Cindy Nordstrom as clerk. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
4. Motion by Cindy Nordstrom to nominate Tom Bennett as Treasurer. Motion was seconded by Wendy Felton. There were no other nominations. Motion passed to elect Tom Bennett as Treasurer. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
5. Motion by Byron Schwab, seconded by Kathy Lewis, to set the School Board meeting dates for 2021-2022 on the 1st Tuesday of each month at 4:30 PM, with the exception of August which will be

August 24, 2021, at 4:30 PM. Two work sessions have been incorporated into the calendar: January 18, 2022, and April 19, 2022. All work sessions begin at 4:30 PM. (Addendum A.) Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

6. Motion by Kathy Lewis, seconded by Wendy Felton, to designate the St. Paul Pioneer Press as the official newspapers for Intermediate School District 917 for 2021-2022. (Addendum B.) The minutes will be summarized with the website address listed to view the official minutes. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
7. Motion by Cindy Nordstrom, seconded by Tom Bennett, to approve the Intermediate School District 917 Public Notice regarding student records which will be included in the Student Handbooks, as presented. (Addendum C.) Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
8. Motion by Tom Bennett, seconded by Kathy Lewis, to keep the school board compensation for District 917 School Board Members at \$4,400 and \$4,675 for the Board Chair for the 2021-2022 school year and stipends remain the same per meeting for Personnel and Insurance Committees only. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
9. Board member Byron Schwab, introduced the foregoing resolution for Business Transactions, and waived the reading. The resolution was duly seconded by Tom Bennett, and upon vote being taken thereon, the following voted in favor thereof: Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Melissa Sauser, Byron Schwab and voting against the same: none. Whereupon said resolution was declared duly passed and adopted. (Addendum D.)
10. The Memorandum of Agreement with our member districts was reviewed.
11. Committee assignments were reviewed and assigned.
12. Motion by Byron Schwab, seconded by Wendy Felton, to adjourn the organizational meeting. Voting aye: Tom Bennett, Lesley Chester, Lisa Ehleringer, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

There being no further business the Organizational Meeting adjourned at 4:54 PM.

Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED
FOR ACTION AT BOARD MEETING OF AUGUST 24, 2021**

NEW HIRES:

Miranda Barnhart, Sign Language Interpreter, effective September 2, 2021

Eugene Benhart, Special Education Teacher, effective August 24, 2021.

Noah Berg, Classroom Assistant, effective September 2, 2021.

Michael Bibro, Computer Network Specialist, effective August 9, 2021.

Bethany Carlson, Classroom Assistant, effective September 2, 2021.

Lindsay Fitzgerald, Physical Therapist, effective August 24, 2021.

Becky Floyd, Health Associate, effective September 1, 2021.

Tess Gonyer, Mental Health Professional, effective August 24, 2021.

Robert Jameson, Classroom Assistant, effective September 2, 2021.

Katherine Johns, Classroom Assistant, effective September 2, 2021.

Cora Johnson, Classroom Assistant, effective August 26, 2021.

Tess Johnson, Classroom Assistant, effective September 2, 2021.

Charity Last, Program Assistant, effective September 2, 2021.

Allyssa Lind, Classroom Assistant, effective September 2, 2021.

Charles Lindstrom, Classroom Assistant, effective September 2, 2021.

Cameron Martin, Classroom Assistant, effective September 2, 2021.

Melissa McElroy, Classroom Assistant, effective September 2, 2021.

MerriBeth Miller, School Social Worker, effective August 24, 2021.

Kimberly Nitcher, Sign Language Interpreter, effective September 2, 2021.

Brett Peterson, Classroom Assistant, effective September 2, 2021.

Travis Perkins, Program Assistant, effective September 2, 2021.

Michael Rice, Classroom Assistant, effective September 2, 2021.

Kenzie Richards, Classroom Assistant, effective September 2, 2021.

Marcus Rothering, Classroom Assistant, effective September 2, 2021.

Lauren Studer, Classroom Assistant, effective September 2, 2021.

Nkoa Vang, Classroom Assistant, effective September 2, 2021.

Cassidy Williams, Mental Health Professional, effective August 24, 2021.

Celicia Williams, Classroom Assistant, effective September 2, 2021.

RE-HIRES:

Kelsey Funk, Deaf and Hard of Hearing Teacher, effective August 24, 2021.

Briana Walter (Ruiz-Bruce), Special Education Teacher, effective August 30, 2021.

CHANGE IN STATUS:

Laura Bray, Speech Language Pathologist, .8 FTE to .7 FTE for 2021-2022, effective August 25, 2021.

Pearl Devenow, Deaf and Hard of Hearing Teacher, Permanent .8 FTE change effective, August 30, 2021.

Carmen Eaton, .5 FTE School Counselor/ .5 FTE Special Education Teacher to 1.0 FTE School Counselor, effective August 30, 2021.

Becky McNamara - Rachuy, Teacher Medical Careers .75 FTE salary correction, effective August 24, 2021.

LEAVES OF ABSENCE:

Andrea Fonseca, Classroom Assistant, effective August 30, 2021- December 19, 2021.

RESIGNATION & TERMINATIONS:

Wakeshia Bean, Classroom Assistant, effective August 16, 2021.

Chad Brewer, Classroom Assistant, effective August 19, 2021.

Funmilayo Carew, Classroom Assistant, effective August 26, 2021.

Rachel Craig, Classroom Assistant, effective August 19, 2021.

Lance Demuth, Classroom Assistant, effective August 17, 2021.

Patricia Eldred, PHD Teacher, effective August 9, 2021.

Jayle Engberg, Classroom Assistant, effective July 29, 2021.

Amanda Freeman Fleuriel, Classroom Assistant, effective August 31, 2021.

Taylor Freiermuth, Classroom Assistant, effective August 10, 2021.

Jenae Hemminger, Classroom Assistant, effective July 22, 2021.

Melissa Kinneman, Classroom Assistant, effective August 27, 2021.

Jessica Mathison, Program Assistant, effective August 31, 2021.

Jennifer Meyer, Classroom Assistant, effective August 8, 2021.

Melissa Olsen, Special Education Teacher, effective August 4, 2021.

Kennedy Pelzel, Classroom Assistant, effective August 12, 2021.

Kate Slind, Classroom Assistant, effective August 18, 2021.

Kristen Thoms, Classroom Assistant, effective August 27, 2021.

Eric Van Brocklin, Principle, effective September 17, 2021.

Summer Vang, Classroom Assistant, effective June 10, 2021.

Jennifer Walters, Classroom Assistant, effective August 16, 2021.

Joan Wambheim, Program Assistant, effective July 31, 2021.

RETIREMENTS:

MEMORANDUM

TO: School Board
FROM: Dr. Michael Favor
DATE: August 24, 2021
REGARDING: Policies on Consent Agenda

The attached policies are on the Consent agenda for the August 24, 2021, School Board meeting. These are an annual review with no changes.

- 410 Family and Medical Leave
- 413 Harassment and Violence
- 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- 415 Mandated Reporting of Maltreatment of Vulnerable Adults
- 506 Student Discipline
- 514 Bullying Prohibition
- 524 Internet Acceptable Use Agreement
- 616 School District System Accountability
- 806 Crisis Safety Management

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 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 **USERRA (Uniformed Services Employment and Reemployment Rights Act)** covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered 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 a 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 parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. **“Child” means a biological, adopted, or fostered child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18 or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.**

K. “Veteran” has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve Week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider,

as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - b. in the case of a 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. The school district requires that all employees requiring a leave of absence for more than five days submit a leave of absence request form to the Benefits Specialist in human resources. 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 requires the employee to use any accrued paid leave (PTO, sick, personal, and vacation) congruently with any part of the 12-week period of FMLA Leave. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent is responsible for developing directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve Week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a.

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

C. Twenty Six Week 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 requires the employee to substitute accrued paid leave for any part of the 26-week period. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

return from leave would occur during the last two weeks of the semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations. This may include the obligation to continue the employee's health insurance and other benefits if the employee qualified for FMLA leave up to the point that the instructional employee was placed on the involuntary leave extension.

VI. OTHER

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

VII. DISSEMINATION OF POLICY

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

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

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

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

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

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

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

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

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in

Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. The school board hereby designates Don Budach 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.
- H. The school district shall conspicuously post the name of the human rights

officer(s), including mailing addresses and telephone numbers.

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

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days

of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

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

VI. SCHOOL DISTRICT ACTION

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

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and

depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

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

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

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

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to

this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

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

school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures) Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “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. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of,

an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

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

- F. "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 Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 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 type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the

dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

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

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
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)

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents or guardians, community members, and such other individuals and organizations

as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents or guardians responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents or guardians. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Administrator. The school administrator is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The administrator shall give direction and support to all school personnel performing their duties within the framework of this policy. The administrator shall consult with parents or guardians of students conducting themselves in a manner contrary to the policy. The administrator shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents or guardians. An administrator, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents or guardians shall be held responsible for the

behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of potential unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism,

- tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
 7. Opposition to authority using physical force or violence;
 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;
 9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
 10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
 11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
 12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
 13. Violation of the school district's Weapons Policy;
 14. Violation of the school district's Violence Prevention Policy;
 15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
 16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
 17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
 18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where

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

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

membership;

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

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

VII. DISCIPLINARY ACTION OPTIONS

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

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

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

VIII. REMOVAL OF STUDENTS FROM CLASS

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

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

B. Procedures for Removal of a Student from a Class

Teachers have the responsibility to attempt to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement or proactive strategies, offering options from the student's Positive Behavior Support Plan (PBSP), assigning consequences, or contacting the student's parents or guardian. The IEP and/or PBSP shall drive decisions regarding the removal of special education students from a class or activity. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class. "Removal from class" and "removal" mean any actions taken by a teacher, administrator, or other school district employee to prohibit a student from continuing to participate in a class or activity with the student's peers. Students who are asked to leave a class by a teacher shall be sent or escorted to the office or other designated area.

C. Responsibility for and Custody of a Student Removed From Class

A teacher removing a student receiving special education services from class is required to have the student escorted to the school office or other designated area by either the teacher, a paraprofessional, or other staff and verify his or her arrival as soon as practicable. For a student receiving special education services, the student's PBSP or agreed-upon conditional procedures plan will be followed and

the case manager will be notified. General education students shall be sent to the office or other designated area. If a student who is removed from class fails to report to the designated area, the teacher will report this to the building administrator.

D. Procedures for Return of a Student to a Class From Which the Student Was Removed

Students who are removed from class may return to class the same day, or the next school day, unless the administration (or in the case of student receiving special education services, the IEP team and the administrator) deems additional action or requirements for return are necessary. A general education student may return to class after a conference with the appropriate administrator or teacher, and/or the parent or guardian. At the time of this conference a definite plan of action shall be established, including a review of any existing special education services. A student may return to the class or the activity after becoming calm, demonstrating regulated behavior and meeting with staff as needed to reenter. At this time a plan of action appropriate to the incident and reentry to class shall be developed with the special education student. Staff and the case manager shall meet afterwards, if necessary, to review the student's PBSP.

E. Procedures for Notification

In typical circumstances, parents or guardians shall receive notification of the student's removal from class for students under 18 years of age, or for students receiving special education services 18 or older, or as provided in the IEP. At a minimum, a parent or guardian will be notified if a student is removed from class more than ten (10) times. Students and parents or guardian are informed by the program administrator or designee of the resulting disciplinary action and readmission plan, if any, consistent with state and federal law. Students and their parents or guardian shall be notified of the need to hold a meeting to modify the IEP or PBSP, as appropriate. Seclusionary time out notification shall be made as required by the IEP or PBSP. If emergency restrictive procedures have been implemented, the parent or guardian shall be notified by the student's teacher, a school social worker, school psychologist, behavior specialist, or program administrator according to the district's restrictive procedures plan.

F. Students With Disabilities; Special Provisions

If a student receiving special education services is removed from class, at the time of reentering the class or activity the student's case manager and other staff shall determine whether there is a need for a team review of the adequacy of the student's IEP and PBSP, if any, and the need for any additional assessment. If the student does not have a PBSP a Functional Behavioral Assessment may be considered. When necessary a manifestation determination hearing shall be held to assess the impact, if any, of the student's disability upon the student's conduct.

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

School Board Policy 6.12 (Students and Chemical Dependency) addresses chemical abuse problems of students while on school premises. The school social worker is the program contact person who would refer the student or parent or guardian to assessment resources.

IX. DISMISSAL

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

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

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

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
1. Willful violation of any reasonable school board regulation, including those found in this policy;
 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

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

disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The program administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After program administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the administrator or the administrator's designee; and
 - c. petition the juvenile court that the student is in need of services

under Minn. Stat. Ch. 260C.

8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The program administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the

school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian,

or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a

statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

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

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents or guardians to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

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

XII. STUDENT DISCIPLINE RECORDS

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

XIII. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent or guardian shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's

disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XIV. DISTRIBUTION OF POLICY

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

XV. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Pre-assessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)

Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

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

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards 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 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 Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional 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 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 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 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: 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 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 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)

522 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. Every school district employee shall be responsible for complying with this policy.
- C. The school board hereby designates Don Budach, 1300 145th Street East, Rosemount, MN 55068, 651-423-8426, don.budach@isd917.org as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to

an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the program administrator of each program or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. The program administrator is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the program level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the program administrator immediately.
- C. Upon receipt of a report or grievance, the program administrator must notify the school district human rights officer immediately, without screening or investigating the report. The program administrator 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 program administrator to the human rights officer. If the report was given verbally, the program administrator shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the program administrator. If the complaint involves the program administrator, 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. The school board hereby designates Don Budach, 1300 145th Street East, Rosemount, MN 55068, 651-423-8426, don.budach@isd917.org as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work e-mail addresses.
- F. Submission of a good faith complaint, grievance, or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, 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 conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint, or grievance alleging unlawful sex discrimination toward a student, shall promptly 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 complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. 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.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

- B. The result of the school district’s investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.
- B. The school district shall review this policy and the school district’s operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

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

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

INTERMEDIATE SCHOOL DISTRICT NO. 917

UNLAWFUL SEX DISCRIMINATION TOWARD A STUDENT

General Statement of Policy Prohibiting Unlawful Sex Discrimination Toward a Student

Intermediate School District No. 917 maintains a firm policy prohibiting all forms of unlawful sex discrimination. All students are to be treated with respect and dignity. Unlawful sex discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex: _____

If the alleged unlawful sex discrimination was toward another person, identify that person: _____

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 that were present: _____

This complaint is filed based on my honest belief that _____ has unlawfully discriminated against me or a student on the basis of sex. 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: _____

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one

or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

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

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - 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 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, Protection and Privacy of Student Records.
 - (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 Protection and Privacy of Student Records.
 - 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, **such as "Facebook," "Twitter," "Instagram," "Snapchat," and "Reddit," and similar websites or applications.**
7. 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.
 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 514. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

- 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 cyber bullying awareness and response.

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

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.

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 Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

XIII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d ~~656~~ 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
~~*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)~~

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored

Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School
District Property by Nonschool Persons)

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

Intermediate School District 917 supports the importance of creating educational opportunities for all Minnesota youth to enter the workforce as highly qualified individuals. We recognize our role as an intermediate school district in assisting our member districts to achieve the World's Best Workforce Strategic and Accountability Plans.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and federal law will require a new level of accountability for Minnesota independent school districts. Intermediate School District 917 will support its member school districts which establish a system of transition to the graduation requirements of the Minnesota Academic Standards.

III. DEFINITIONS

- A. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- B. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

Legal References: 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: ISD 917 Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

It is the policy of the school district to provide a safe and healthy work environment for its staff and students. The purpose of this policy is to direct the superintendent or designee to develop and implement crisis management procedures.

II. GENERAL STATEMENT OF POLICY

- A. The Minnesota state legislature has mandated that each public school district has a crisis management plan.
- B. The school district has developed an Emergency Procedures Handbook for each of the sites which provides procedures for responding to a wide range of natural and man-made crisis situations. The handbooks include roles for school district administrators, staff and community/county agencies in addressing emergencies.

III. POLICY IMPLEMENTATION AND REVIEW

- A. The Emergency Procedure Handbooks are available for administrator and staff reference in each school/program office.
- B. The school district will conduct reviews of this policy and the crisis management plan, described in the Emergency Procedure Handbooks, as required by state and federal law.

Legal Reference: Minn. Stat. § 121A.035

Intermediate School District #917
School Board

Resolution to Accept Donations

Board member _____ introduced the following Resolution:

RESOLVED, that the School Board of Intermediate School District 917 accept the following donations, as indicated below, in the amount of \$1538.

1. 1538 bottles of Purell Hand Sanitizer donated from Home Depot Pro Institutional to distribute to all staff for their own personal use in school or at home. (Value: \$1538.)

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

_____, and the following voted against the same:
_____.

Whereupon said resolution was duly passed and adopted.

Date Board Approved: _____

DATE: 08/20/2021
TIME: 09:51:25

INTERMEDIATE SCHOOL DISTRICT 917
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1
ACCTPA21
ACCOUNTING PERIOD: 2/22

SELECTION CRITERIA: chkstat.rundate between '20210714 00:00:00.000' and '20210820 00:00:00.000'

DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1904646	07/14/2021	ACCELERATIONS EDUCATIONAL SOFTWARE	R	731.50	ACCOUNTS PAYABLE CHECK
1904647	07/14/2021	APPLE COMPUTER, INC	R	5432.00	ACCOUNTS PAYABLE CHECK
1904648	07/14/2021	BRAINPOP LLC	R	3250.00	ACCOUNTS PAYABLE CHECK
1904649	07/14/2021	EDGENUITY INC.	R	22000.00	ACCOUNTS PAYABLE CHECK
1904650	07/14/2021	FOLLETT SCHOOL SOLUTIONS, INC	R	796.47	ACCOUNTS PAYABLE CHECK
1904651	07/14/2021	FRONTIER COMMUNICATIONS	R	92.83	ACCOUNTS PAYABLE CHECK
1904652	07/14/2021	THE HANOVER INSURANCE GROUP	R	66134.54	ACCOUNTS PAYABLE CHECK
1904653	07/14/2021	HOSANNA CHURCH	R	2500.00	ACCOUNTS PAYABLE CHECK
1904654	07/14/2021	IND SCH DIST 191	R	27486.86	ACCOUNTS PAYABLE CHECK
1904655	07/14/2021	MN ENERGY RESOURCES CORPORATION	R	96.93	ACCOUNTS PAYABLE CHECK
1904656	07/14/2021	NETOP	R	900.00	ACCOUNTS PAYABLE CHECK
1904657	07/14/2021	OUTDOOR IMAGES, INC	R	1058.00	ACCOUNTS PAYABLE CHECK
1904658	07/14/2021	PLAY THERAPY SUPPLY	R	152.03	ACCOUNTS PAYABLE CHECK
1904659	07/14/2021	SONOVA USA INC.	R	59807.96	ACCOUNTS PAYABLE CHECK
1904660	07/14/2021	ANNE HOFF, SAFE HARBOR COUNSELING	R	2200.00	ACCOUNTS PAYABLE CHECK
1904661	07/14/2021	BAYCOM, INC.	R	300.00	ACCOUNTS PAYABLE CHECK
1904662	07/14/2021	CARQUEST AUTO PARTS STORES	R	130.31	ACCOUNTS PAYABLE CHECK
1904663	07/14/2021	IND SCH DIST 192	R	68038.85	ACCOUNTS PAYABLE CHECK
1904664	07/14/2021	INVER HILLS COMMUNITY COLLEGE	R	805.11	ACCOUNTS PAYABLE CHECK
1904665	07/14/2021	OUTDOOR IMAGES, INC	R	1524.35	ACCOUNTS PAYABLE CHECK
1904666	07/14/2021	ST PAUL PIONEER PRESS	R	22.95	ACCOUNTS PAYABLE CHECK
1904667	07/14/2021	TWIN CITY HARDWARE COMPANY INC	R	220.00	ACCOUNTS PAYABLE CHECK
1904668	07/14/2021	WESTONE	R	405.55	ACCOUNTS PAYABLE CHECK
1904669	07/20/2021	CALIFORNIA STATE DISBURSEMENT UNIT	R	132.50	ACCOUNTS PAYABLE CHECK
1904670	07/20/2021	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1904671	07/20/2021	MESSERLI & KRAMER P.A.	R	32.93	ACCOUNTS PAYABLE CHECK
1904672	07/20/2021	NCPERS GROUP LIFE INS	R	16.00	ACCOUNTS PAYABLE CHECK
1904673	07/20/2021	IVY FUNDS	R	458.33	ACCOUNTS PAYABLE CHECK
1904674	07/20/2021	IVY FUNDS	R	150.00	ACCOUNTS PAYABLE CHECK
1904675	07/22/2021	AMSD	R	3700.00	ACCOUNTS PAYABLE CHECK
1904676	07/22/2021	APPLE COMPUTER, INC	R	1558.00	ACCOUNTS PAYABLE CHECK
1904677	07/22/2021	BOARD OF SCHOOL ADMINISTRATORS	R	165.00	ACCOUNTS PAYABLE CHECK
1904678	07/22/2021	CANON USA	R	208.51	ACCOUNTS PAYABLE CHECK
1904679	07/22/2021	DAKOTA TRUCK UNDERWRITERS	R	34465.00	ACCOUNTS PAYABLE CHECK
1904680	07/22/2021	FRONTIER COMMUNICATIONS	R	1965.42	ACCOUNTS PAYABLE CHECK
1904681	07/22/2021	IND SCH DIST 191	R	27486.86	ACCOUNTS PAYABLE CHECK
1904682	07/22/2021	MASE	R	1860.00	ACCOUNTS PAYABLE CHECK
1904683	07/22/2021	MASMS	R	100.00	ACCOUNTS PAYABLE CHECK
1904684	07/22/2021	MEDICAREBLUE RX	R	66.40	ACCOUNTS PAYABLE CHECK
1904685	07/22/2021	NASCO	R	65.68	ACCOUNTS PAYABLE CHECK
1904686	07/22/2021	SOURCEWELL TECHNOLOGIES	R	15072.83	ACCOUNTS PAYABLE CHECK
1904687	07/22/2021	SOUTH CENTRAL SERVICE COOPERATIVE	R	605.00	ACCOUNTS PAYABLE CHECK
1904688	07/22/2021	ULTIMATE, SLP	R	139.92	ACCOUNTS PAYABLE CHECK
1904689	07/22/2021	UNIVERSITY OF MN	R	1050.00	ACCOUNTS PAYABLE CHECK
1904690	07/22/2021	BATTERIES PLUS	R	34.40	ACCOUNTS PAYABLE CHECK
1904691	07/22/2021	BLUE BELL ENTERPRISES INC	R	3685.72	ACCOUNTS PAYABLE CHECK
1904692	07/22/2021	IND SCH DIST 197	R	69298.53	ACCOUNTS PAYABLE CHECK
1904693	07/22/2021	INT SCH DIST 287	R	2895.50	ACCOUNTS PAYABLE CHECK
1904694	07/22/2021	OFFICE OF MN.IT SERVICES	R	284.96	ACCOUNTS PAYABLE CHECK
1904695	07/27/2021	CENTER FOR COLLABORATIVE CLASSROOM	R	57.00	ACCOUNTS PAYABLE CHECK
1904696	07/27/2021	CENTERPOINT ENERGY	R	37.48	ACCOUNTS PAYABLE CHECK
1904697	07/27/2021	CENTURYLINK	R	1105.33	ACCOUNTS PAYABLE CHECK
1904698	07/27/2021	DAVIS PUBLICATIONS, INC	R	854.85	ACCOUNTS PAYABLE CHECK

DATE: 08/20/2021
TIME: 09:51:25

INTERMEDIATE SCHOOL DISTRICT 917
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 2
ACCTPA21
ACCOUNTING PERIOD: 2/22

SELECTION CRITERIA: chkstat.rundate between '20210714 00:00:00.000' and '20210820 00:00:00.000'

1904699	07/27/2021	HEINEMANN	R	5395.50	ACCOUNTS PAYABLE CHECK
1904700	07/27/2021	INTEGRATED PROTECTION SYSTEMS	R	76.67	ACCOUNTS PAYABLE CHECK
1904701	07/27/2021	MCGRAW HILL LLC	R	3649.93	ACCOUNTS PAYABLE CHECK
1904702	07/27/2021	SHERILYN FRISQUE	R	750.00	ACCOUNTS PAYABLE CHECK
1904703	07/27/2021	IND SCH DIST 191	R	10462.02	ACCOUNTS PAYABLE CHECK
1904704	07/27/2021	IND SCH DIST 192	R	79619.72	ACCOUNTS PAYABLE CHECK
1904705	07/27/2021	IND SCH DIST 200	R	30085.26	ACCOUNTS PAYABLE CHECK
1904706	07/27/2021	IND SCH DIST 625	R	9861.34	ACCOUNTS PAYABLE CHECK
1904707	07/27/2021	RATWICK, ROSZAK & MALONEY, P.A.	R	63.50	ACCOUNTS PAYABLE CHECK
1904708	07/28/2021	AMAZON.COM, LLC	R	467.55	ACCOUNTS PAYABLE CHECK
1904709	07/28/2021	APPLE COMPUTER, INC	R	1232.00	ACCOUNTS PAYABLE CHECK
1904710	07/28/2021	FRONTIER COMMUNICATIONS	R	522.63	ACCOUNTS PAYABLE CHECK
1904711	07/28/2021	MCGRAW HILL LLC	R	3956.21	ACCOUNTS PAYABLE CHECK
1904712	07/28/2021	SAM'S CLUB/SYNCHRONY BANK	R	3.36	ACCOUNTS PAYABLE CHECK
1904713	08/02/2021	CALIFORNIA STATE DISBURSEMENT UNIT	R	132.50	ACCOUNTS PAYABLE CHECK
1904714	08/02/2021	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1904715	08/02/2021	IVY FUNDS	R	458.33	ACCOUNTS PAYABLE CHECK
1904716	08/02/2021	IVY FUNDS	R	150.00	ACCOUNTS PAYABLE CHECK
1904717	08/02/2021	MESSERLI & KRAMER P.A.	R	65.56	ACCOUNTS PAYABLE CHECK
1904718	08/05/2021	APPLE COMPUTER, INC	R	1646.00	ACCOUNTS PAYABLE CHECK
1904719	08/05/2021	ARVIG ENTERPRISES, INC	R	2525.71	ACCOUNTS PAYABLE CHECK
1904720	08/05/2021	CDWG	R	3901.94	ACCOUNTS PAYABLE CHECK
1904721	08/05/2021	INVISION SERVICES, INC	R	2407.00	ACCOUNTS PAYABLE CHECK
1904722	08/05/2021	MARCO INC	R	1467.42	ACCOUNTS PAYABLE CHECK
1904723	08/05/2021	MARTIN LAW FIRM PLLC	R	660.00	ACCOUNTS PAYABLE CHECK
1904724	08/05/2021	MASA	R	1330.00	ACCOUNTS PAYABLE CHECK
1904725	08/05/2021	MENARDS	R	85.58	ACCOUNTS PAYABLE CHECK
1904726	08/05/2021	MN CLN SERVICES, INC	R	1422.40	ACCOUNTS PAYABLE CHECK
1904727	08/05/2021	O'NEILL ELECTRIC INC	R	534.65	ACCOUNTS PAYABLE CHECK
1904728	08/05/2021	OUTDOOR IMAGES, INC	R	1058.00	ACCOUNTS PAYABLE CHECK
1904729	08/05/2021	SAVVAS LEARNING COMPANY LLC	V	0.00	VOID: MULTI STUB CHECK
1904730	08/05/2021	SAVVAS LEARNING COMPANY LLC	R	77013.02	ACCOUNTS PAYABLE CHECK
1904731	08/05/2021	PROCARE THERAPY	R	3480.00	ACCOUNTS PAYABLE CHECK
1904732	08/05/2021	REPUBLIC SERVICES #923	R	329.14	ACCOUNTS PAYABLE CHECK
1904733	08/05/2021	SONOVA USA INC.	R	31593.16	ACCOUNTS PAYABLE CHECK
1904734	08/05/2021	SUMMIT FIRE PROTECTION	R	89.00	ACCOUNTS PAYABLE CHECK
1904735	08/05/2021	TEACHERS ON CALL	R	1657.84	ACCOUNTS PAYABLE CHECK
1904736	08/05/2021	TECHNOLOGY BY DESIGN, LLC	R	11192.40	ACCOUNTS PAYABLE CHECK
1904737	08/05/2021	TIERNEY BROS. INC	R	2246.20	ACCOUNTS PAYABLE CHECK
1904738	08/05/2021	WA GROUP	R	1154.00	ACCOUNTS PAYABLE CHECK
1904739	08/05/2021	XCEL ENERGY	R	10044.90	ACCOUNTS PAYABLE CHECK
1904740	08/05/2021	DAKOTA COUNTY TECH COLLEGE	R	194969.35	ACCOUNTS PAYABLE CHECK
1904741	08/05/2021	DISTRICT 191 FOOD SERVICE	R	375.00	ACCOUNTS PAYABLE CHECK
1904742	08/05/2021	IND SCH DIST 271	R	4970.81	ACCOUNTS PAYABLE CHECK
1904743	08/06/2021	AMAZON CAPITAL SERVICES	R	3868.01	ACCOUNTS PAYABLE CHECK
1904744	08/12/2021	ACCELERATED TECHNOLOGIES	R	1754.98	ACCOUNTS PAYABLE CHECK
1904745	08/12/2021	APPLE COMPUTER, INC	R	1250.00	ACCOUNTS PAYABLE CHECK
1904746	08/12/2021	CDWG	R	112.40	ACCOUNTS PAYABLE CHECK
1904747	08/12/2021	DOOR SERVICE CO	R	2260.00	ACCOUNTS PAYABLE CHECK
1904748	08/12/2021	FRONTIER COMMUNICATIONS	R	822.63	ACCOUNTS PAYABLE CHECK
1904749	08/12/2021	INVER HILLS COMMUNITY COLLEGE	R	165.05	ACCOUNTS PAYABLE CHECK
1904750	08/12/2021	MASA	R	499.00	ACCOUNTS PAYABLE CHECK
1904751	08/12/2021	MIDWEST SPECIAL INSTRUMENTS, CORP	R	1720.69	ACCOUNTS PAYABLE CHECK
1904752	08/12/2021	MDE-MCIS	V	0.00	VOID: MULTI STUB CHECK
1904753	08/12/2021	MDE-MCIS	R	755.00	ACCOUNTS PAYABLE CHECK
1904754	08/12/2021	MN ENERGY RESOURCES CORPORATION	R	94.80	ACCOUNTS PAYABLE CHECK
1904755	08/12/2021	MSOPA (METRO SUPT OFF PERSONNEL ASS	R	50.00	ACCOUNTS PAYABLE CHECK

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1904756	08/12/2021	SAVVAS LEARNING COMPANY LLC	V	0.00	VOID: MULTI STUB	CHECK
1904757	08/12/2021	SAVVAS LEARNING COMPANY LLC	R	18047.69	ACCOUNTS PAYABLE	CHECK
1904758	08/12/2021	PLANSOURCE BENEFITS ADMINISTRATION,	R	3750.42	ACCOUNTS PAYABLE	CHECK
1904759	08/12/2021	PROCARE THERAPY	R	1770.00	ACCOUNTS PAYABLE	CHECK
1904760	08/12/2021	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	5379.92	ACCOUNTS PAYABLE	CHECK
1904761	08/12/2021	TECHNOLOGY BY DESIGN, LLC	R	66583.96	ACCOUNTS PAYABLE	CHECK
1904762	08/12/2021	TIERNEY BROS. INC	R	7563.58	ACCOUNTS PAYABLE	CHECK
1904763	08/12/2021	VERIZON WIRELESS	R	680.21	ACCOUNTS PAYABLE	CHECK
1904764	08/12/2021	WESTONE	R	111.70	ACCOUNTS PAYABLE	CHECK
1904765	08/18/2021	CALIFORNIA STATE DISBURSEMENT UNIT	R	132.50	ACCOUNTS PAYABLE	CHECK
1904766	08/18/2021	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE	CHECK
1904767	08/18/2021	NCPERS GROUP LIFE INS	R	16.00	ACCOUNTS PAYABLE	CHECK
1904768	08/18/2021	IVY FUNDS	R	458.33	ACCOUNTS PAYABLE	CHECK
1904769	08/18/2021	IVY FUNDS	R	150.00	ACCOUNTS PAYABLE	CHECK
1904770	08/19/2021	DAKOTA TRUCK UNDERWRITERS	R	34465.00	ACCOUNTS PAYABLE	CHECK
1904771	08/19/2021	EDUCATORS BENEFIT CONSULTANTS, LLC	R	235.10	ACCOUNTS PAYABLE	CHECK
1904772	08/19/2021	FRONTIER COMMUNICATIONS	R	1228.27	ACCOUNTS PAYABLE	CHECK
1904773	08/19/2021	LEARNING WITHOUT TEARS	R	83.99	ACCOUNTS PAYABLE	CHECK
1904774	08/19/2021	MARCO INC	R	482.06	ACCOUNTS PAYABLE	CHECK
1904775	08/19/2021	MEDICAREBLUE RX	R	66.40	ACCOUNTS PAYABLE	CHECK
1904776	08/19/2021	OFFICE OF MN.IT SERVICES	R	144.75	ACCOUNTS PAYABLE	CHECK
1904777	08/19/2021	RATWICK, ROSZAK & MALONEY, P.A.	R	1597.00	ACCOUNTS PAYABLE	CHECK
1904778	08/19/2021	SAVVAS LEARNING COMPANY LLC	R	1177.88	ACCOUNTS PAYABLE	CHECK
1904779	08/19/2021	TEACHERS ON CALL	R	426.72	ACCOUNTS PAYABLE	CHECK
1904780	08/19/2021	TEAMWORKS INTERNATIONAL	R	355.06	ACCOUNTS PAYABLE	CHECK
1904781	08/19/2021	THE SENSORY PATH	R	1850.00	ACCOUNTS PAYABLE	CHECK
1904782	08/19/2021	TRUSTED EMPLOYEES	R	12.00	ACCOUNTS PAYABLE	CHECK
*V4001046	08/11/2021	WELLS FARGO	R	7906.87	ACCOUNTS PAYABLE	VOUCHER
*V4001047	08/11/2021	CITY OF APPLE VALLEY	R	968.57	ACCOUNTS PAYABLE	VOUCHER
*V4001048	08/11/2021	DON JOHNSTON INCORPORATED	R	3774.60	ACCOUNTS PAYABLE	VOUCHER
*V4001049	08/11/2021	FIRSTRECORDS, LLC	R	502.40	ACCOUNTS PAYABLE	VOUCHER
*V4001050	08/11/2021	HEALTHIEST YOU	R	3890.00	ACCOUNTS PAYABLE	VOUCHER
*V4001051	08/11/2021	ILLUMINATE EDUCATION INC	R	4350.00	ACCOUNTS PAYABLE	VOUCHER
*V4001052	08/11/2021	INNOVATIVE OFFICE SOLUTIONS	R	3113.26	ACCOUNTS PAYABLE	VOUCHER
*V4001053	08/11/2021	JAMF HOLDINGS, INC & SUBSIDIARIES	R	4215.40	ACCOUNTS PAYABLE	VOUCHER
*V4001054	08/11/2021	NCS PEARSON, INC.	R	875.03	ACCOUNTS PAYABLE	VOUCHER
*V4001055	08/11/2021	PESI	R	349.99	ACCOUNTS PAYABLE	VOUCHER
*V4001056	08/11/2021	PROFESSIONAL WIRELESS COMMUNICATION	R	3830.00	ACCOUNTS PAYABLE	VOUCHER
*V4001057	08/11/2021	RETHINK	R	3565.00	ACCOUNTS PAYABLE	VOUCHER
*V4001058	08/11/2021	SMORE	R	799.00	ACCOUNTS PAYABLE	VOUCHER
*V4001059	08/11/2021	SPED FORMS, INC	R	8506.46	ACCOUNTS PAYABLE	VOUCHER
*V4001060	08/11/2021	THE CONOVER COMPANY	R	1500.00	ACCOUNTS PAYABLE	VOUCHER
*V4001061	08/11/2021	THERAPY NOTES, LLC	R	360.00	ACCOUNTS PAYABLE	VOUCHER
*V4001062	08/11/2021	UNIVERSAL CLEANING SERVICES	R	9618.35	ACCOUNTS PAYABLE	VOUCHER
*V4001063	08/11/2021	ZANER-BLOSER	R	3045.75	ACCOUNTS PAYABLE	VOUCHER
*V4001064	08/11/2021	CITY OF INVER GROVE HTS	R	350.55	ACCOUNTS PAYABLE	VOUCHER
*V4001065	08/11/2021	KATHERINE THUNE	R	110.00	ACCOUNTS PAYABLE	VOUCHER
*V4001066	08/11/2021	THE HOME DEPOT PRO	R	6815.08	ACCOUNTS PAYABLE	VOUCHER
*V6603456	07/19/2021	DIAN RUCKMAR ERICKSON	R	373.72	ACCOUNTS PAYABLE	VOUCHER
*V6603457	07/19/2021	KATHLEEN ELIZABETH IRELAND	R	218.40	ACCOUNTS PAYABLE	VOUCHER
*V6603458	07/19/2021	TAYLOR MAY THOMAS	R	3258.78	ACCOUNTS PAYABLE	VOUCHER
*V6603459	07/20/2021	LINDA IRENE BECKER	R	90.00	ACCOUNTS PAYABLE	VOUCHER
*V6603460	07/20/2021	TARA JO BLACKERT	R	45.00	ACCOUNTS PAYABLE	VOUCHER
*V6603461	07/20/2021	LOREEN M. BOHNERT	R	45.00	ACCOUNTS PAYABLE	VOUCHER
*V6603462	07/20/2021	MATTHEW KYLE BRUNS	R	45.00	ACCOUNTS PAYABLE	VOUCHER
*V6603463	07/20/2021	DON JAMES BUDACH	R	90.00	ACCOUNTS PAYABLE	VOUCHER
*V6603464	07/20/2021	ANNE LOUISE BYER	R	45.00	ACCOUNTS PAYABLE	VOUCHER

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*V6603465	07/20/2021	JAMIE AUTUMN DALBESIO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603466	07/20/2021	MEGHAN LOUISE DOBSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603467	07/20/2021	PAMELA VICK GARRETSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603468	07/20/2021	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603469	07/20/2021	MELISSA ROCHELL HO	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603470	07/20/2021	JUSTIN DAVID HOELSCHER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603471	07/20/2021	JANA LAINE JONASEN	R	11.20	ACCOUNTS PAYABLE VOUCHER
*V6603472	07/20/2021	LORI ANN KLEIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603473	07/20/2021	SHANNA MARIE KNUTSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603474	07/20/2021	LAURA MARIE KVAMME	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603475	07/20/2021	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603476	07/20/2021	BETSY SUE LARSEN	R	11.20	ACCOUNTS PAYABLE VOUCHER
*V6603477	07/20/2021	ERIN JEAN MAHNKE	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603478	07/20/2021	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603479	07/20/2021	SHANNON BRENNAN BRENNAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603480	07/20/2021	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603481	07/20/2021	TARYN ALEXIS NYGARD	R	11.76	ACCOUNTS PAYABLE VOUCHER
*V6603482	07/20/2021	JENNIFER LEE OLSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603483	07/20/2021	AMANDA LYNN PETERS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603484	07/20/2021	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603485	07/20/2021	HANNAH DUFFY RADANT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603486	07/20/2021	WENDI MARLAINE RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603487	07/20/2021	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603488	07/20/2021	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603489	07/20/2021	MELISSA RAE SCHALLER	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603490	07/20/2021	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603491	07/20/2021	TAYLOR MAY THOMAS	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603492	07/20/2021	GRETCHEN ANN TOAY	R	120.00	ACCOUNTS PAYABLE VOUCHER
*V6603493	07/20/2021	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603494	07/20/2021	ERIC JOSEPH VAN BROCKLIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603495	07/20/2021	MICHELLE LYNN VOLLBRECHT	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603496	07/20/2021	SCOTT MICHAEL ZEHNDER	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6603497	08/02/2021	MELISSA ANN SAUSER	R	9.52	ACCOUNTS PAYABLE VOUCHER
*V6603498	08/11/2021	LOREEN M. BOHNERT	R	32.92	ACCOUNTS PAYABLE VOUCHER
*V6603499	08/11/2021	TARA LYNN BRENNER	R	11.20	ACCOUNTS PAYABLE VOUCHER
*V6603500	08/11/2021	JAMIE AUTUMN DALBESIO	R	83.44	ACCOUNTS PAYABLE VOUCHER
*V6603501	08/11/2021	MICHAEL LEONARD FAVOR	R	189.84	ACCOUNTS PAYABLE VOUCHER
*V6603502	08/11/2021	LILY JESS HULL	R	33.60	ACCOUNTS PAYABLE VOUCHER
*V6603503	08/11/2021	MADALYN ROSE JACOBS	R	36.40	ACCOUNTS PAYABLE VOUCHER
*V6603504	08/11/2021	KATE MARIE KLAUSTERMEIER	R	42.00	ACCOUNTS PAYABLE VOUCHER
*V6603505	08/11/2021	JOHANNA JOYCE KOPROWICZ-SCHWARZ	R	29.12	ACCOUNTS PAYABLE VOUCHER
*V6603506	08/11/2021	BETSY SUE LARSEN	R	33.60	ACCOUNTS PAYABLE VOUCHER
*V6603507	08/11/2021	TARYN ALEXIS NYGARD	R	39.20	ACCOUNTS PAYABLE VOUCHER
*V6603508	08/11/2021	CALLY LEAH PRIEBE	R	62.72	ACCOUNTS PAYABLE VOUCHER
*V6603509	08/11/2021	AMY LYNN SWANEY	R	1965.53	ACCOUNTS PAYABLE VOUCHER
*V6603510	08/11/2021	BROOKE ALLYSON PETERSON	R	3208.88	ACCOUNTS PAYABLE VOUCHER
*V7701599	07/16/2021	PLANSOURCE FLEX BEN.	R	4688.45	ACCOUNTS PAYABLE VOUCHER
*V7701600	07/19/2021	MEDICA	R	75820.80	ACCOUNTS PAYABLE VOUCHER
*V7701601	07/20/2021	DELTA DENTAL OF MINNESOTA	R	40847.46	ACCOUNTS PAYABLE VOUCHER
*V7701602	07/20/2021	AMERIPRISE FINANCIAL ADVISORS	R	2287.17	ACCOUNTS PAYABLE VOUCHER
*V7701603	07/20/2021	AXA EQUITABLE LIFE INS CO	R	1172.16	ACCOUNTS PAYABLE VOUCHER
*V7701604	07/20/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	2880.00	ACCOUNTS PAYABLE VOUCHER
*V7701605	07/20/2021	HEALTH EQUITY, INC.	R	18275.37	ACCOUNTS PAYABLE VOUCHER
*V7701606	07/20/2021	HORACE MANN LIFE INS	R	500.00	ACCOUNTS PAYABLE VOUCHER
*V7701607	07/20/2021	INTERNAL REVENUE SERVICE	R	145138.62	ACCOUNTS PAYABLE VOUCHER
*V7701608	07/20/2021	EDUCATION MN ESI BILLING TRUST	R	1935.80	ACCOUNTS PAYABLE VOUCHER
*V7701609	07/20/2021	MN DEPT OF REVENUE	R	23516.10	ACCOUNTS PAYABLE VOUCHER

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*V7701610	07/20/2021	MN STATE RETIREMENT SYSTEM	R	200.00	ACCOUNTS PAYABLE VOUCHER
*V7701611	07/20/2021	EXECUTIVE DIRECTOR	R	26901.50	ACCOUNTS PAYABLE VOUCHER
*V7701612	07/20/2021	STATE TREASURER, TRA	R	77081.43	ACCOUNTS PAYABLE VOUCHER
*V7701613	07/20/2021	VARIABLE ANNUITY LIFE INS CO	R	2041.31	ACCOUNTS PAYABLE VOUCHER
*V7701614	07/20/2021	VOYA	R	506.24	ACCOUNTS PAYABLE VOUCHER
*V7701615	07/20/2021	INTERNAL REVENUE SERVICE	R	7201.77	ACCOUNTS PAYABLE VOUCHER
*V7701616	07/20/2021	MN DEPT OF REVENUE	R	1128.67	ACCOUNTS PAYABLE VOUCHER
*V7701617	07/20/2021	EXECUTIVE DIRECTOR	R	1055.66	ACCOUNTS PAYABLE VOUCHER
*V7701618	07/20/2021	STATE TREASURER, TRA	R	3695.86	ACCOUNTS PAYABLE VOUCHER
*V7701619	07/20/2021	AMERIPRISE FINANCIAL ADVISORS	R	891.66	ACCOUNTS PAYABLE VOUCHER
*V7701620	07/20/2021	AXA EQUITABLE LIFE INS CO	R	202.09	ACCOUNTS PAYABLE VOUCHER
*V7701621	07/20/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	15714.50	ACCOUNTS PAYABLE VOUCHER
*V7701622	07/20/2021	HEALTHQUITY, INC.	R	5853.50	ACCOUNTS PAYABLE VOUCHER
*V7701623	07/20/2021	HORACE MANN LIFE INS	R	133.33	ACCOUNTS PAYABLE VOUCHER
*V7701624	07/20/2021	INTERNAL REVENUE SERVICE	R	70417.69	ACCOUNTS PAYABLE VOUCHER
*V7701625	07/20/2021	EDUCATION MN ESI BILLING TRUST	R	800.00	ACCOUNTS PAYABLE VOUCHER
*V7701626	07/20/2021	MN DEPT OF REVENUE	R	12487.12	ACCOUNTS PAYABLE VOUCHER
*V7701627	07/20/2021	MN STATE RETIREMENT SYSTEM	R	170.83	ACCOUNTS PAYABLE VOUCHER
*V7701628	07/20/2021	EXECUTIVE DIRECTOR	R	11034.53	ACCOUNTS PAYABLE VOUCHER
*V7701629	07/20/2021	STATE TREASURER, TRA	R	19454.25	ACCOUNTS PAYABLE VOUCHER
*V7701630	07/20/2021	VARIABLE ANNUITY LIFE INS CO	R	1092.92	ACCOUNTS PAYABLE VOUCHER
*V7701631	07/28/2021	MEDICA	R	122338.81	ACCOUNTS PAYABLE VOUCHER
*V7701632	07/28/2021	MEDICA	R	76583.41	ACCOUNTS PAYABLE VOUCHER
*V7701633	07/30/2021	INTERNAL REVENUE SERVICE	R	1439.06	ACCOUNTS PAYABLE VOUCHER
*V7701634	08/02/2021	AFLAC	R	669.15	ACCOUNTS PAYABLE VOUCHER
*V7701635	08/02/2021	AFLAC	R	669.15	ACCOUNTS PAYABLE VOUCHER
*V7701636	08/02/2021	AMERIPRISE FINANCIAL ADVISORS	R	2287.17	ACCOUNTS PAYABLE VOUCHER
*V7701637	08/02/2021	AXA EQUITABLE LIFE INS CO	R	1172.16	ACCOUNTS PAYABLE VOUCHER
*V7701638	08/02/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	2880.00	ACCOUNTS PAYABLE VOUCHER
*V7701639	08/02/2021	HEALTHQUITY, INC.	R	18233.70	ACCOUNTS PAYABLE VOUCHER
*V7701640	08/02/2021	HORACE MANN LIFE INS	R	500.00	ACCOUNTS PAYABLE VOUCHER
*V7701641	08/02/2021	INTERNAL REVENUE SERVICE	R	144883.70	ACCOUNTS PAYABLE VOUCHER
*V7701642	08/02/2021	EDUCATION MN ESI BILLING TRUST	R	1935.80	ACCOUNTS PAYABLE VOUCHER
*V7701643	08/02/2021	MN DEPT OF REVENUE	R	23482.94	ACCOUNTS PAYABLE VOUCHER
*V7701644	08/02/2021	MN STATE RETIREMENT SYSTEM	R	200.00	ACCOUNTS PAYABLE VOUCHER
*V7701645	08/02/2021	EXECUTIVE DIRECTOR	R	26769.83	ACCOUNTS PAYABLE VOUCHER
*V7701646	08/02/2021	STATE TREASURER, TRA	R	77033.09	ACCOUNTS PAYABLE VOUCHER
*V7701647	08/02/2021	VARIABLE ANNUITY LIFE INS CO	R	2041.31	ACCOUNTS PAYABLE VOUCHER
*V7701648	08/02/2021	VOYA	R	506.24	ACCOUNTS PAYABLE VOUCHER
*V7701649	08/02/2021	AFLAC	R	588.92	ACCOUNTS PAYABLE VOUCHER
*V7701650	08/02/2021	AMERIPRISE FINANCIAL ADVISORS	R	891.66	ACCOUNTS PAYABLE VOUCHER
*V7701651	08/02/2021	AXA EQUITABLE LIFE INS CO	R	202.09	ACCOUNTS PAYABLE VOUCHER
*V7701652	08/02/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	450.00	ACCOUNTS PAYABLE VOUCHER
*V7701653	08/02/2021	HEALTHQUITY, INC.	R	6035.32	ACCOUNTS PAYABLE VOUCHER
*V7701654	08/02/2021	HORACE MANN LIFE INS	R	133.33	ACCOUNTS PAYABLE VOUCHER
*V7701655	08/02/2021	INTERNAL REVENUE SERVICE	R	71122.66	ACCOUNTS PAYABLE VOUCHER
*V7701656	08/02/2021	EDUCATION MN ESI BILLING TRUST	R	800.00	ACCOUNTS PAYABLE VOUCHER
*V7701657	08/02/2021	MN DEPT OF REVENUE	R	11361.54	ACCOUNTS PAYABLE VOUCHER
*V7701658	08/02/2021	MN STATE RETIREMENT SYSTEM	R	170.83	ACCOUNTS PAYABLE VOUCHER
*V7701659	08/02/2021	EXECUTIVE DIRECTOR	R	16287.24	ACCOUNTS PAYABLE VOUCHER
*V7701660	08/02/2021	STATE TREASURER, TRA	R	29265.50	ACCOUNTS PAYABLE VOUCHER
*V7701661	08/02/2021	VARIABLE ANNUITY LIFE INS CO	R	1092.92	ACCOUNTS PAYABLE VOUCHER
*V7701662	08/02/2021	NATIONAL INSURANCE SERVICES OF WI,	R	9542.33	ACCOUNTS PAYABLE VOUCHER
*V7701663	08/04/2021	MEDICA	R	142098.79	ACCOUNTS PAYABLE VOUCHER
*V7701664	08/04/2021	PLANSOURCE FLEX BEN.	R	1556.68	ACCOUNTS PAYABLE VOUCHER
*V7701665	08/10/2021	APPLE VALLEY ISD LLC	R	42302.67	ACCOUNTS PAYABLE VOUCHER
*V7701666	08/10/2021	SE ISD, DST	R	77888.99	ACCOUNTS PAYABLE VOUCHER

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*V7701667	08/11/2021	MEDICA	R	67251.77	ACCOUNTS PAYABLE VOUCHER
*V7701668	08/13/2021	MEDICA	R	66221.82	ACCOUNTS PAYABLE VOUCHER
*V7701669	08/13/2021	PLANSOURCE FLEX BEN.	R	1067.87	ACCOUNTS PAYABLE VOUCHER
*V7701670	08/18/2021	AMERIPRISE FINANCIAL ADVISORS	R	2287.17	ACCOUNTS PAYABLE VOUCHER
*V7701671	08/18/2021	AXA EQUITABLE LIFE INS CO	R	1172.16	ACCOUNTS PAYABLE VOUCHER
*V7701672	08/18/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	2880.00	ACCOUNTS PAYABLE VOUCHER
*V7701673	08/18/2021	HEALTHQUITY, INC.	R	18233.70	ACCOUNTS PAYABLE VOUCHER
*V7701674	08/18/2021	HORACE MANN LIFE INS	R	500.00	ACCOUNTS PAYABLE VOUCHER
*V7701675	08/18/2021	INTERNAL REVENUE SERVICE	R	144119.60	ACCOUNTS PAYABLE VOUCHER
*V7701676	08/18/2021	EDUCATION MN ESI BILLING TRUST	R	1935.80	ACCOUNTS PAYABLE VOUCHER
*V7701677	08/18/2021	MN DEPT OF REVENUE	R	23355.71	ACCOUNTS PAYABLE VOUCHER
*V7701678	08/18/2021	MN STATE RETIREMENT SYSTEM	R	200.00	ACCOUNTS PAYABLE VOUCHER
*V7701679	08/18/2021	EXECUTIVE DIRECTOR	R	26771.09	ACCOUNTS PAYABLE VOUCHER
*V7701680	08/18/2021	STATE TREASURER, TRA	R	76373.65	ACCOUNTS PAYABLE VOUCHER
*V7701681	08/18/2021	VARIABLE ANNUITY LIFE INS CO	R	2041.31	ACCOUNTS PAYABLE VOUCHER
*V7701682	08/18/2021	VOYA	R	506.24	ACCOUNTS PAYABLE VOUCHER
*V7701683	08/18/2021	INTERNAL REVENUE SERVICE	R	44652.13	ACCOUNTS PAYABLE VOUCHER
*V7701684	08/18/2021	MN DEPT OF REVENUE	R	7002.06	ACCOUNTS PAYABLE VOUCHER
*V7701685	08/18/2021	EXECUTIVE DIRECTOR	R	12435.20	ACCOUNTS PAYABLE VOUCHER
*V7701686	08/18/2021	STATE TREASURER, TRA	R	17124.48	ACCOUNTS PAYABLE VOUCHER
*V7701687	08/18/2021	AMERIPRISE FINANCIAL ADVISORS	R	891.66	ACCOUNTS PAYABLE VOUCHER
*V7701688	08/18/2021	AXA EQUITABLE LIFE INS CO	R	202.09	ACCOUNTS PAYABLE VOUCHER
*V7701689	08/18/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	491.67	ACCOUNTS PAYABLE VOUCHER
*V7701690	08/18/2021	HEALTHQUITY, INC.	R	6044.41	ACCOUNTS PAYABLE VOUCHER
*V7701691	08/18/2021	HORACE MANN LIFE INS	R	133.33	ACCOUNTS PAYABLE VOUCHER
*V7701692	08/18/2021	INTERNAL REVENUE SERVICE	R	53021.43	ACCOUNTS PAYABLE VOUCHER
*V7701693	08/18/2021	EDUCATION MN ESI BILLING TRUST	R	800.00	ACCOUNTS PAYABLE VOUCHER
*V7701694	08/18/2021	MN DEPT OF REVENUE	R	9612.05	ACCOUNTS PAYABLE VOUCHER
*V7701695	08/18/2021	MN STATE RETIREMENT SYSTEM	R	170.83	ACCOUNTS PAYABLE VOUCHER
*V7701696	08/18/2021	EXECUTIVE DIRECTOR	R	11424.40	ACCOUNTS PAYABLE VOUCHER
*V7701697	08/18/2021	STATE TREASURER, TRA	R	20217.00	ACCOUNTS PAYABLE VOUCHER
*V7701698	08/18/2021	VARIABLE ANNUITY LIFE INS CO	R	1092.92	ACCOUNTS PAYABLE VOUCHER
*V7701699	08/18/2021	MEDICA	R	88903.77	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				3377716.70	
TOTAL REPORT				3377716.70	

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

07/30/2021 DIRECT DEPOSITS REGULAR PAY (102)	\$	131,711.41
07/30/2021 DIRECT DEPOSITS SUMMER PAY (0S2)	\$	458,411.12
07/30/2021 DIRECT DEPOSITS EXTRA PAY (026)	\$	10,579.53
07/30/2021 DIRECT DEPOSITS EXTRA PAY (1E2)	\$	64,277.47

NET PAYROLL \$ **664,979.53**

Authorized Signature  Date 7/28/21

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

08/13/2021 DIRECT DEPOSITS REGULAR PAY (103)	\$	133,185.32
08/13/2021 DIRECT DEPOSITS SUMMER PAY (053)	\$	455,816.27
08/13/2021 DIRECT DEPOSITS EXTRA PAY (1E3)	\$	149,335.41

NET PAYROLL \$ **738,337.00**

Authorized Signature  Date 8-12-21

**INTERMEDIATE SCHOOL DISTRICT 917
SCHOOL BOARD REPORT OF
CONSOLIDATED INVESTMENTS (GENERAL & BUILDING)**

July 2021

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE INTEREST EARNED
MSDLAF + MAX	01	10,998,567.15	0.00	1,500,000.00	0.00	281.73	9,498,848.88	281.73
MSDLAF Liquid	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MSDLAF TERM (CD's,Term,Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		<u>10,998,567.15</u>	<u>0.00</u>	<u>1,500,000.00</u>	<u>0.00</u>	<u>281.73</u>	<u>9,498,848.88</u>	<u>281.73</u>

EXPLANATION: The above is School District Investments complying with the requirements of Minnesota Statutes 118.01, 471.56 and 475.66.

1. MSDMAX is MSDLAF'S "Max Portfolio" and includes pooled investments plus banker's acceptances, commercial paper, repurchase agreements and US Government obligations.
2. MSDLAF is MSDLAF'S primary clearing "Money Market" fund. All fixed rate investments (FRI) clear through this account as do maturities, interest, and fees.

NOTE: **July 2021** Average MSDLAF Liquid Rate was .00% and the MSDLAF+MAX Average Rate was .03%. MSDLAF Term Average Rate is .00%.



Account Statement - Transaction Summary

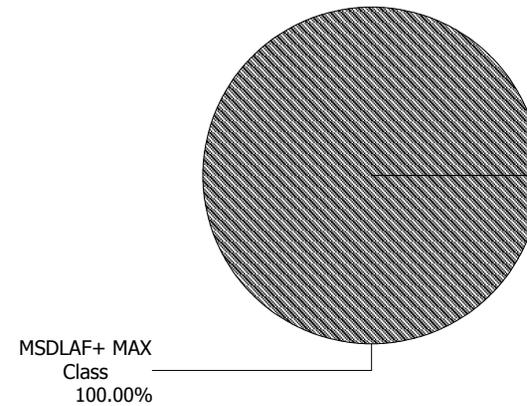
For the Month Ending **July 31, 2021**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

MSDLAF+ MAX Class	
Opening Market Value	10,998,567.15
Purchases	281.73
Redemptions	(1,500,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$9,498,848.88
Cash Dividends and Income	281.73

Asset Summary		
	July 31, 2021	June 30, 2021
MSDLAF+ MAX Class	9,498,848.88	10,998,567.15
Total	\$9,498,848.88	\$10,998,567.15

Asset Allocation	
MSDLAF+ MAX Class	100.00%





Account Statement

For the Month Ending **July 31, 2021**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
MSDLAF+ MAX Class					
Opening Balance					10,998,567.15
07/29/21	07/29/21	Redemption - ACH Redemption	1.00	(1,500,000.00)	9,498,567.15
07/30/21	08/02/21	Accrual Income Div Reinvestment - Distributions	1.00	281.73	9,498,848.88
Closing Balance					9,498,848.88

	Month of July	Fiscal YTD July-July		
Opening Balance	10,998,567.15	10,998,567.15	Closing Balance	9,498,848.88
Purchases	281.73	281.73	Average Monthly Balance	10,853,424.04
Redemptions (Excl. Checks)	(1,500,000.00)	(1,500,000.00)	Monthly Distribution Yield	0.03%
Check Disbursements	0.00	0.00		
Closing Balance	9,498,848.88	9,498,848.88		
Cash Dividends and Income	281.73	281.73		

2021-2022 SCHEDULE OF SPECIAL SCHOOL BOARD AGENDA ITEMS

2021

MONTH	DATE	LOCATION	PROG. REPORT & SPECIAL ITEMS
July	20		Temporary Employee Report Health & Safety Plan Review Student and Staff Handbooks Accounts Receivable Aging Report Substitute Teacher Approve and Set Lunch Prices MOA with Member Districts Committee Assignments
August	24		Review Annual Policies <ul style="list-style-type: none"> • 410 Family and Medical Leave • 413 Harassment and Violence • 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse • 415 Mandated Reporting of Maltreatment of Vulnerable Adults • 506 Student Discipline • 514 Bullying Prohibition • 524 Internet Acceptable Use Agreement • 616 School District System Accountability • 806 Crisis Safety Management
September	7		Review Operational Focus for 2021-2022
October	5		Assurance of Compliance Enrollment Report Temporary Employee Report Accounts Receivable Aging Report

November	2	Revenue and Expenditure Report/Nicolle
December	7	Auditor's Report Sp. Ed. Employee & Teacher of the Fall Quarter
<u>2022</u>		
January	4, 2022	Temporary Employee Report MIS Update Accounts Receivable Aging Report Supt. Evaluation – first year only
January	19	Board Work Session – Goals Update Review Revised Budget 2021-2022
February	1	Legislative Update Resolution Directing Admin. to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore Approve Revised Budget
March	1	Sp. Ed. Employee & Teacher of the Winter Quarter Legislative Update Additional Programs/Program Expansion/Deletion
April	6	Sp. Ed. Employee & Teacher of the Winter Quarter Temporary Employee Report Resolution Terminating Probationary Teachers Resolution to Place Continuing Contract Teachers on ULA Accounts Receivable Aging Report
April	19	Board Work Session – 2022-2023 Budget Review
May	3	Review and Approve Blood Borne Pathogens Exposure Control Plan Construction Trades House Annual Wellness Policy Goals Update Long-term facility maintenance Levy Distribution Proposal 10-Year Maintenance Plan Resolution Safe Schools Levy, Lease Levy Supt. Evaluation
June	14	Adopt Budget FY 2023 Resolution Terminating Probationary Support Service Staff Supt's Salary

AGREEMENT

Independent School District #192 (“ISD 192”) and
Intermediate School District #917 (“ISD 917”)

THIS AGREEMENT (“Agreement”) entered into this 19th day of July, 2021, by and between Independent School District #192 (“ISD 192”), and Intermediate School District #917 (“ISD 917”).

WHEREAS, ISD 917 is an intermediate school district organized according to Minnesota Statutes, Chapter 136D, and its mission includes providing special education and related services to students; and

WHEREAS, ISD 917 provides an early childhood mental health program to eligible students of its member districts; and

WHEREAS, ISD 192 agrees to provide for purchase by ISD 917 an appropriately licensed early childhood special education teacher for the early childhood mental health program;

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Deb Johnson, an early childhood special education teacher for ISD 192, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2021-2022 school year.

Deb Johnson, will be a full-time teacher of ISD 192 entitled to all salary and benefits as described in the master agreement between ISD 192 and the Farmington Education Association representing teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

2. REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, ISD 917 will reimburse ISD 192 the full cost of salary and benefits. ISD 917 agrees to remit payment in two equal installments payable mid-year and prior to June 15 based on billing from ISD 192.

Additional compensation for professional development paid hourly at the employee’s hourly rate will be billed by ISD 192 to ISD 917 separately. In addition, mileage paid at the federal mileage rate incurred by the employee will be billed by ISD 192 to ISD 917 separately.

Costs for substitutes for the early childhood special education teacher will be incurred by and paid for by ISD 917 directly.

3. LIABILITY AND INSURANCE

ISD 917 assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions the employees, agents and assigns of ISD 192. ISD 917 and ISD 192 agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request.

4. PERSONNEL

ISD 917 and ISD 192 hereby acknowledge and agree that ISD 192's employees are not employees of ISD 917, and that ISD 192's employees or its agents will have no authority to bind ISD 917 or otherwise incur liability on behalf of ISD 917 without the express written delegation of authority by ISD 917. ISD 917 shall have no obligation to provide any ISD 192 employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits ISD 917 provides to its employees. ISD 192 has exclusive control and the right to hire and discharge any of its employees rendering services under this Agreement. ISD 192 will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

5. CONFIDENTIALITY AND DATA PRACTICES

Minn. Stat. § 13.05, Subd. 11 applies to this Agreement. The Parties believe that data generated and maintained in the early childhood mental health program are government data and are therefore subject to the Minnesota Government Data Practices Act or the federal Family Educational Rights and Privacy Act ("FERPA").

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2021, through June 30, 2022. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

The Agreement shall be administered on behalf of ISD 192 by the Superintendent or designee and shall be administered on behalf of ISD 917 by the superintendent or designee.

8. NOTICE

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given properly if delivered personally by hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or any other address that may be given in writing to the parties:

ISD 192: Sarah Kloeckl
Name of Director of Special Services

20655 Flagstaff Avenue
Address

Farmington, MN 55024
City, State, Zip

651-463-5022
Phone

651-463-5071
Fax

ISD 917: Melissa Schaller
Name of Executive Director of Student Services

14300 145th Street East
Address
Rosemount, MN 55068
City, State, Zip

651-423-8204
Phone
651-423-8776
Fax

9. GENERAL

This Agreement cannot be assigned by either party, except with the prior written consent of the other party. This Agreement shall be governed by and construed under the laws of the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed omitted and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties have set their hands hereto on the dates indicated by their signatures.

Independent School District #192 Farmington Area Public Schools

By: Melissa A. Schaller
It's Chairperson

By: Rebecca Kalotta
It's Clerk

Dated: July 19, 2021 School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

Dated: _____, 20____ School Board's Tax Identification Number: _____

