ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

A Tradition of Excellence, One Student at a Time

Agenda for December 19, 2022
6:30 PM
District Board Room
6051 Ash Street
Rockford, MN 55373

1. **CALL MEETING TO ORDER**
   - A. Pledge of Allegiance
   - B. Board Roll Call
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**
4. **ANNUAL TRUTH IN TAXATION**
   - A. Truth in Taxation Presentation 3
   - B. *PUBLIC COMMENTS*
   - C. Approval of the Certification of 2022 Payable 2023 Levy
5. **CONSENT ITEMS**
   - A. Consent--Approval of Minutes 29
   - B. Consent--Personnel 40
   - C. Consent--Approval of Bills and Wire Transfers 41
   - D. Consent--Approval of Open Enrollments 54
6. **SAFE & WELCOMING ENVIRONMENT**
   - A. Celebration: Choral Presentation 55
7. **HIGH STUDENT ACHIEVEMENT**
   - A. NAPAC Concurrence 56
8. **EFFICIENT & EFFECTIVE OPERATIONS**
   - A. Superintendent Search Update 57
   - B. Policy Updates -- Second Reading 70
   - C. Facilities Report 206
   - D. Resolution of Roofing Project 207
9. **FISCAL RESPONSIBILITY**
   - A. Resolution of Acknowledgement of Contributions/Donations 250
   - B. Resolution of Facilities Bonds 251
   - C. Facilities Design Process 277
   - D. Consent for Principals Association Master Agreement 280
10. **BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS**
    - A. Board Member Recognition
    - B. Organizational Meeting of the Board of Education: Monday, January 9, 2023 at 6:30pm, in

the District Office Board Room. If the Organizational Meeting must be moved due to weather, a Special Meeting will be held on Wednesday, January 11, 2023 at 6:30pm, in the District Office Board Room.

Work Session of the Board of Education: Monday, January 23, 2023 at 5:30pm, in the District Office Board Room

Regular Meeting of the Board of Education: Monday, January 23, 2023 at 6:30pm, in the District Office Board Room

C. Board Committee Updates

11. **ADJOURNMENT**

Our Mission: *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

Our Vision: *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

Rockford Board of Education

Brady Anderson
Amy Edwards
Eric Gordee
Jessica Johnson
Jenny Kneeland
Beth Praska

Superintendent Rhonda Dean

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: *Truth in Taxation Hearing & Approval of Final Levy*

Meeting Date: December 19, 2022

Prepared by: Mike McNulty

Date Prepared: December 14, 2022

[x]	Information	[ ]	Briefing	[x]	Action	[x]	Enclosure Item(s)

Powerpoint presentation presented by Finance Director, Mike McNulty during the Truth in Taxation Hearing.

Motion needed to approve the final levy, as presented in the Truth in Taxation Hearing.

Whereas, Pursuant to Minnesota Statutes the School Board of Rockford Area Schools, ISD 883, Rockford, Minnesota, is authorized to make the following proposed tax levies for general purposes:

Maintenance (General Fund)	$ 3,566,054.78
● Includes Referendum	
Community Service	$122,150.24
Debt Service	$4,869,450.63
Total Proposed School Tax Levy	**$8,557,655.65**

Now Therefore, Be it resolved by the School Board of Rockford Area Schools, ISD 883, Rockford, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at **$8,557,655.65.** The clerk of the Rockford Area Schools board is authorized to certify the proposed levy to the County Auditor of Wright County, Minnesota.

Rockford Area Schools ISD 883

2022 Payable 2023

Truth In Taxation Public Meeting

12-19-22

Requirements of the Truth in Taxation Public Meeting

1. Discuss proposed property tax levy for taxes payable 2023
2. Provide and discuss information on the current budget (2022-2023).
3. Public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions.

- Minnesota Statute 275.065

Truth in Taxation Timeline

LEVY CALENDAR

- **June:** District provides data to MDE
- **August:** Set date and location of levy hearing
- **September:** Certify proposed levy
- **November:** County mails levy notices
- **December:** Public hearing & Certify final tax levy

Property Tax Statement - state provided example

Spruce County
Jane Smith, Auditor-Treasurer
345 12th Street East, Box 78
Spruceville, MN 55555-5555
(555) 345-6789
www.co.spruce.mn.us

TAXPAYER(S):
John and Mary Johnson
123 Pine Rd S
Spruceville, MN 55555-5555

Property Information
PIN Number: 01.234.56.789.R1
Property Address: 789 Pine Rd S, Spruceville, MN 55555
Property Description: Lot 1, Block 1, Spruce Acres Subdivison

PROPOSED TAXES 2023
THIS IS NOT A BILL. DO NOT PAY.

Step 1 — VALUES AND CLASSIFICATION

Taxes Payable Year	2022	2023
Estimated Market Value	$125,000	$150,000
Homestead Exclusion	$	$23,800
Taxable Market Value	$125,000	$126,200
Class	Res NHmstd	Res Hmstd

Step 2 — PROPOSED TAX

Property Taxes before credits	$1,562.46
School building bond credit	$ 12.00
Agricultural market value credit	
Other credits	
Property Taxes after credits	$1,550.46

Step 3 — PROPERTY TAX STATEMENT
Coming in 2023

The time to provide feedback on PROPOSED LEVIES is NOW

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2022	Proposed 2023	
State General Tax	No meeting required	$0	$0	
County of Spruce Spruce County Courthouse 123 Spruce St Spruceville, MN 55555 www.co.spruce.mn.us (555) 123-4567	December 2, 7:00 PM	$438.06	$484.18	
City of Spruceville Mayor's Office 456 Spruce St Spruceville, MN 55555 www.ci.spruceville.mn.us (555) 123-7654	December 1, 6:30 PM Spruceville City Hall	$273.79	$312.06	
Spruceville School District 999 150 1st St N Spruceville, MN 55555 www.spruceville.k12.mn.us (555) 123-6789	December 9, 7:00 PM Spruceville High School Cafeteria			
Voter Approved Levies		$289.35	$296.68	
Other Levies		$340.11	$374.60	
Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2023 may be higher than the proposed amount shown on this notice.				
Metro Special Taxing Districts		$57.76	$58.70	
Spruceville Metropolitan Council www.spruce.metrocouncil.org (555) 555-5555 Spruceville, MN 55055	December 12, 7:30 PM Spruce Park Centre 500 Pine St.			
Other Special Taxing Districts	No meeting required	$12.80	$13.02	
Tax Increment Tax	No meeting required	$10.15	$11.22	
Total excluding any special assessments		**$1,422.02**	**$1,550.46**	**9.0%**

Points to Remember

1. Revenue formulas are set by the State Legislature except for voter approved referendums.
2. Local Levy and State Aid mix are set by the State Legislature.
3. An increase in local taxes does not necessarily mean an increase in revenues for the school district.

Rockford Area Schools
School District Budget
Current School Year
2022-2023

Fund Accounting Overview

All school districts' budgets are divided into separate funds, as required by law. For our District, there are 4 funds:

1. **GENERAL FUND (Fund 01)**
   - Revenue is based on student enrollment
   - The local referendum levy is part of the General Fund
   - Provides for classroom personnel, instructional supplies & equipment, and other educational activities
   - Special Education, and State / Federal Mandated Programs
   - Extra-curricular Activities / Student Activities
   - Pupil Transportation
   - Facilities Operation and Maintenance, Capital Expenditures and Improvements
   - Health and Safety Code Compliance

Fund Accounting Overview

2. FOOD SERVICE (Fund 02)

- School Breakfast and Lunch Program

3. COMMUNITY SERVICE (Fund 04)

- Levy is based on adult population in the District
- Early childhood levy is based on the number of children under 5 years of age
- Provides for enrichment programs for any age level that are not part of the K-12 education program
- Early Childhood Family Education, School Readiness , Adult Basic Education

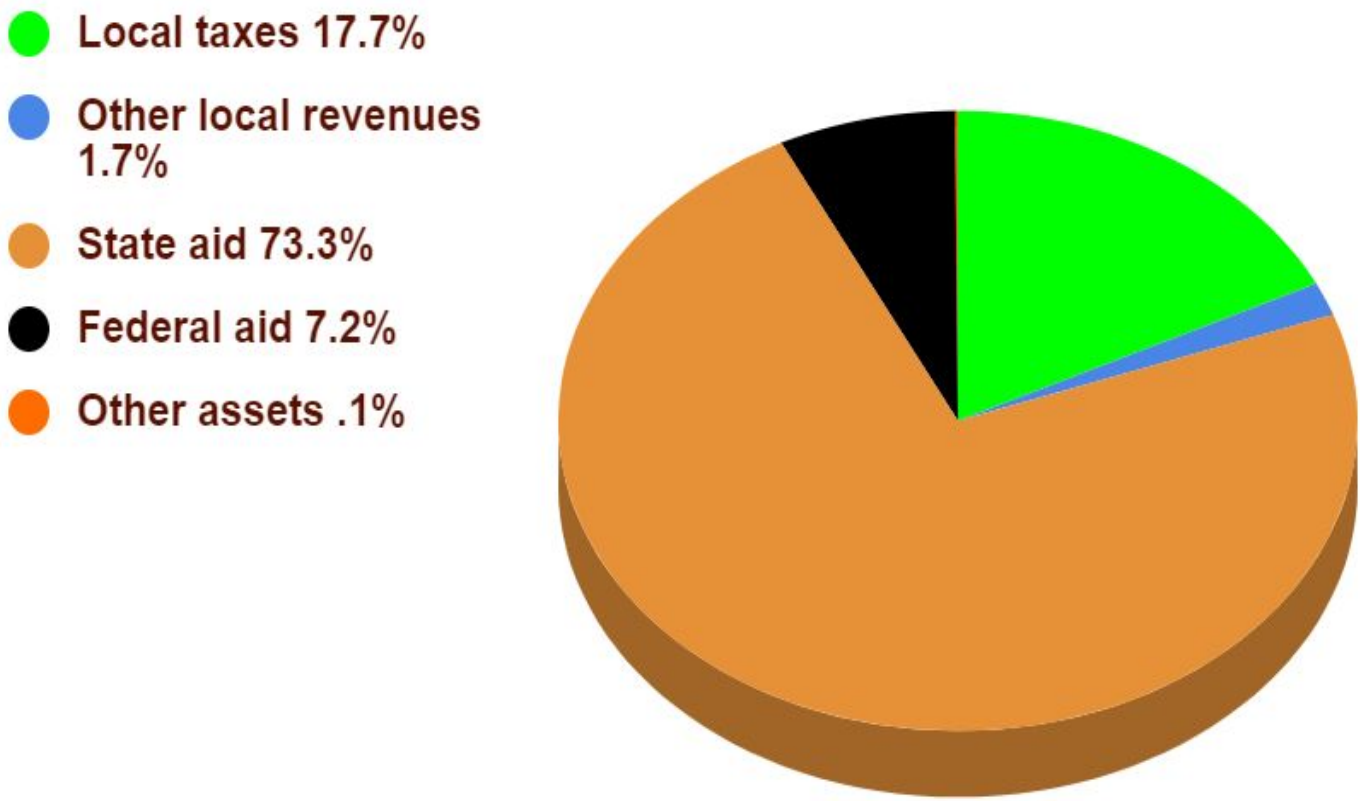
4. DEBT SERVICE (Fund 07)

- Based on annual debt retirement schedules for the district's outstanding bonded indebtedness. Annual levy is for the payment of principal and interest on bonds as due. Current debt is a result of the voter approved Bond Issue for General Obligation school building acquisition and improvements.

revenue	**21-22**	**22-23**	**percent change**
general fund	$21,743,076	$21,820,489	0.36%
food service	$1,111,810	$1,094,535	-1.55%
community service	$1,385,635	$1,154,753	-16.66%
debt service	$4,282,448	$4,314,791	0.76%
trust fund	$6,007	$9,000	49.83%

General Fund Revenue Budget

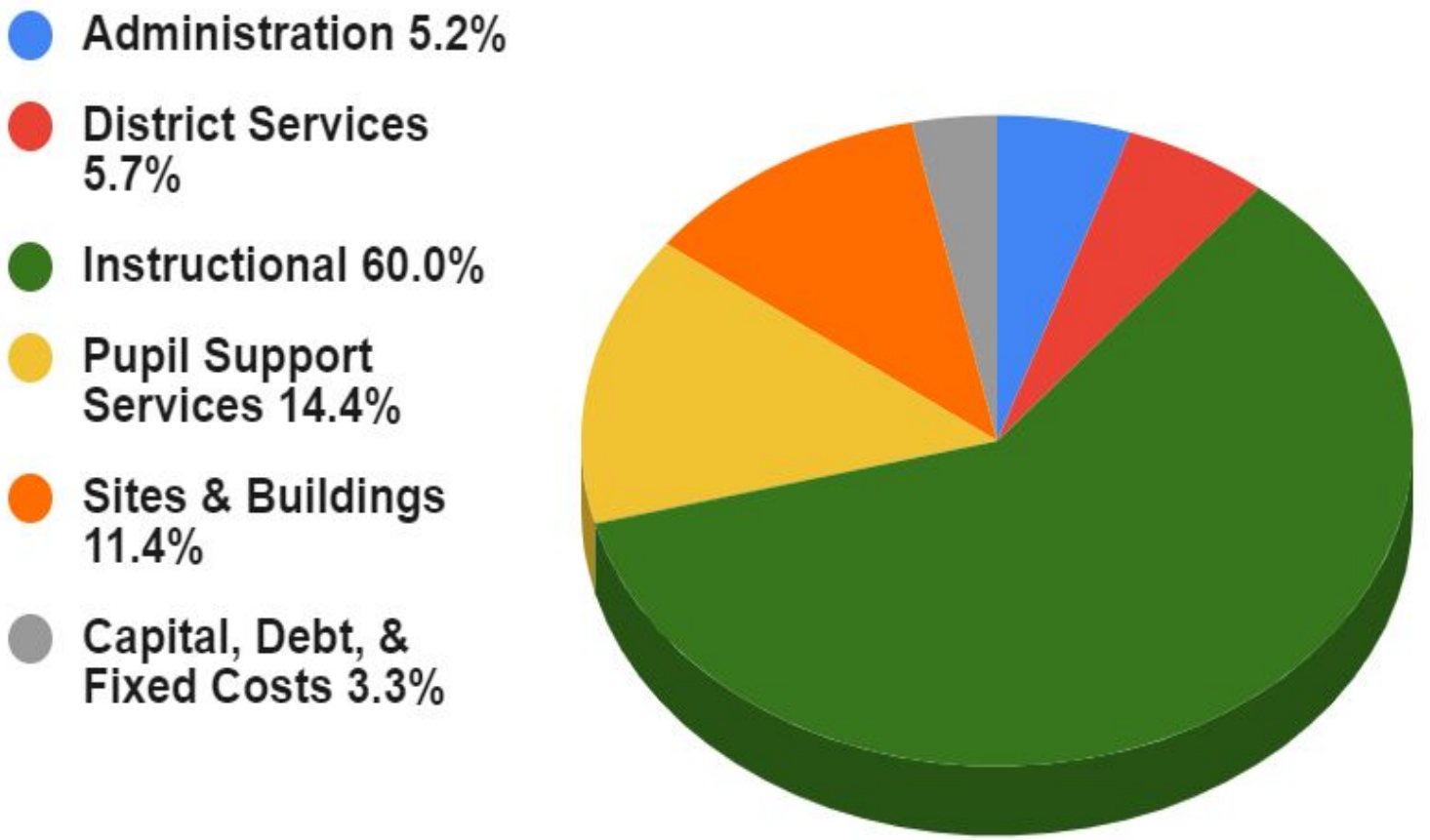
Where Do Our School Revenues Come From?



expenditure	21-22	22-23	percent change
general fund	$22,892,817	$21,820,489	-4.68%
food service	$884,459	$992,580	12.22%
community service	$1,249,889	$1,124,726	-10.01%
debt service	$4,633,162	$4,658,101	0.54%
trust fund	$18,452	$71,350	286.68%

General Fund Expenditure Budget

What Do Our Expenditures Pay For?



Authority for School Levies & Levy

A School District Tax Levy must be either:

- Set by State Formula -or- Voter Approved

2022 Payable 2023, recognized as revenue in Fiscal Year 2024

- Certified in 2022
- Collected in 2023

General Fund (Fund 1)

	Final Pay 2022	Proposed Pay 2023	$ Change	% Change
Operating Referendum	1,402,869	1,534,717	131,847	9.4%
Local Optional	1,184,481	1,198,712	14,231	1.2%
Equity	218,563	213,827	(4,736)	-2.2%
Transition	49,237	48,747	(490)	-1.0%
Operating Capital	145,827	157,670	11,843	8.1%
Q Comp	151,152	148,132	(3,021)	-2.0%
Achievement and Integration	60,071	64,762	4,690	7.8%
Reemployment Insurance	-	15,000	15,000	-
Safe Schools	63,691	63,058	(634)	-1.0%
Career & Technical	93,450	93,450	-	0.0%
Long Term Facilities Maintenance	438,133	230,228	(207,905)	-47.5%
Building/Land Lease	26,625	26,300	(326)	-1.2%
Adjustments and Abatements	*(175,200)*	*(228,546)*	*(53,347)*	-
General Fund Total Levy	**3,658,901**	**3,566,055**	**(92,846)**	**-2.5%**

Community Service (Fund 4)

	Final Pay 2022	Proposed Pay 2023	$ Change	% Change
Basic Community Education	83,186	64,656	(18,531)	-22.3%
Early Childhood Education	37,205	40,093	2,888	7.8%
Home Visiting	929	999	70	7.5%
School-age Care	15,000	15,000	-	0.0%
Adjustments and Abatements	*809*	*1,402*	*593*	*73.4%*
Community Service Fund Total Levy	**137,129**	**122,150**	**(14,979)**	**-10.9%**

Debt Service Fund (Fund 7)

	Final Pay 2022	Proposed Pay 2023	$ Change	% Change
Voter Approved Debt Service	4,264,066	4,313,742	49,676	1.2%
Non-Voter Approved Debt Service	155,658	682,382	526,724	338.4%
Adjustments and Abatements	*(104,933)*	*(126,674)*	*(21,741)*	-
Debt Service Fund Total Levy	**4,314,791**	**4,869,451**	**554,659**	**12.9%**

	Final Pay 2022	Proposed Pay 2023	$ Change	% Change
Total Property Tax Levy All Funds	**8,110,821**	**8,557,656**	**446,834**	**5.51%**

Major Changes

- **Voter Approved Operating Referendum** $131,847

  Due to Inflationary Increase

- **Long Term Facilities Maintenance** ($207,905)

  Moved to Fund 7

- **Voter Approved Debt Service** $49,676

  Loss of Debt Service Equalization as values rise

- **Non Voter Approved Debt Service** $526,724

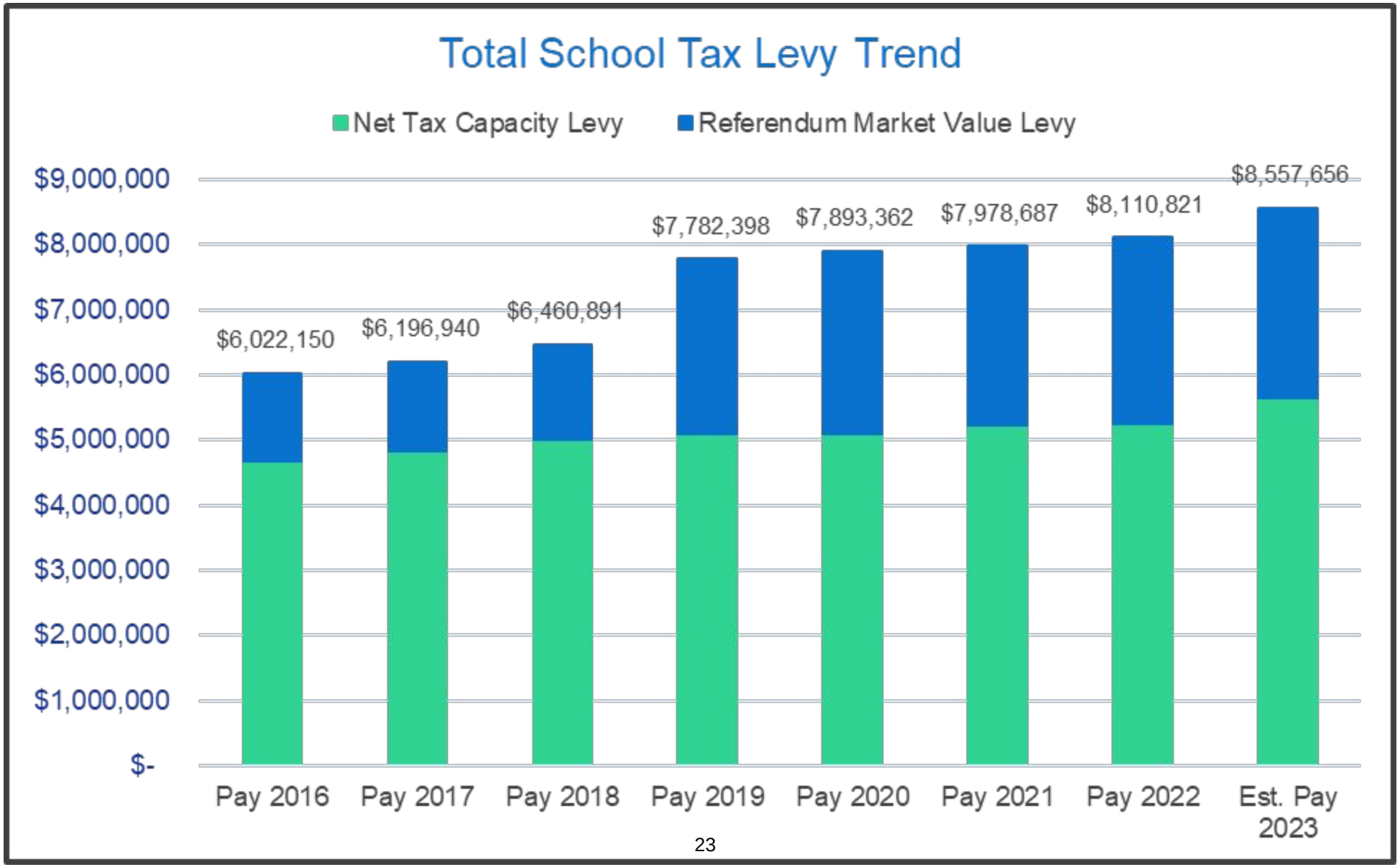
  Series 2022A LTFM and Abatement Bonds

Summary			
	Pay 2022	Est. Pay 2023	% Change
Referendum Market Value	$ 1,323,657,875	$ 1,617,389,025	22.19%
RMV Tax Rate	0.20762%	0.17333%	-16.52%
Net Tax Capacity	$ 14,646,559	$ 19,260,892	31.50%
NTC Tax Rate	34.35%	28.15%	-18.04%

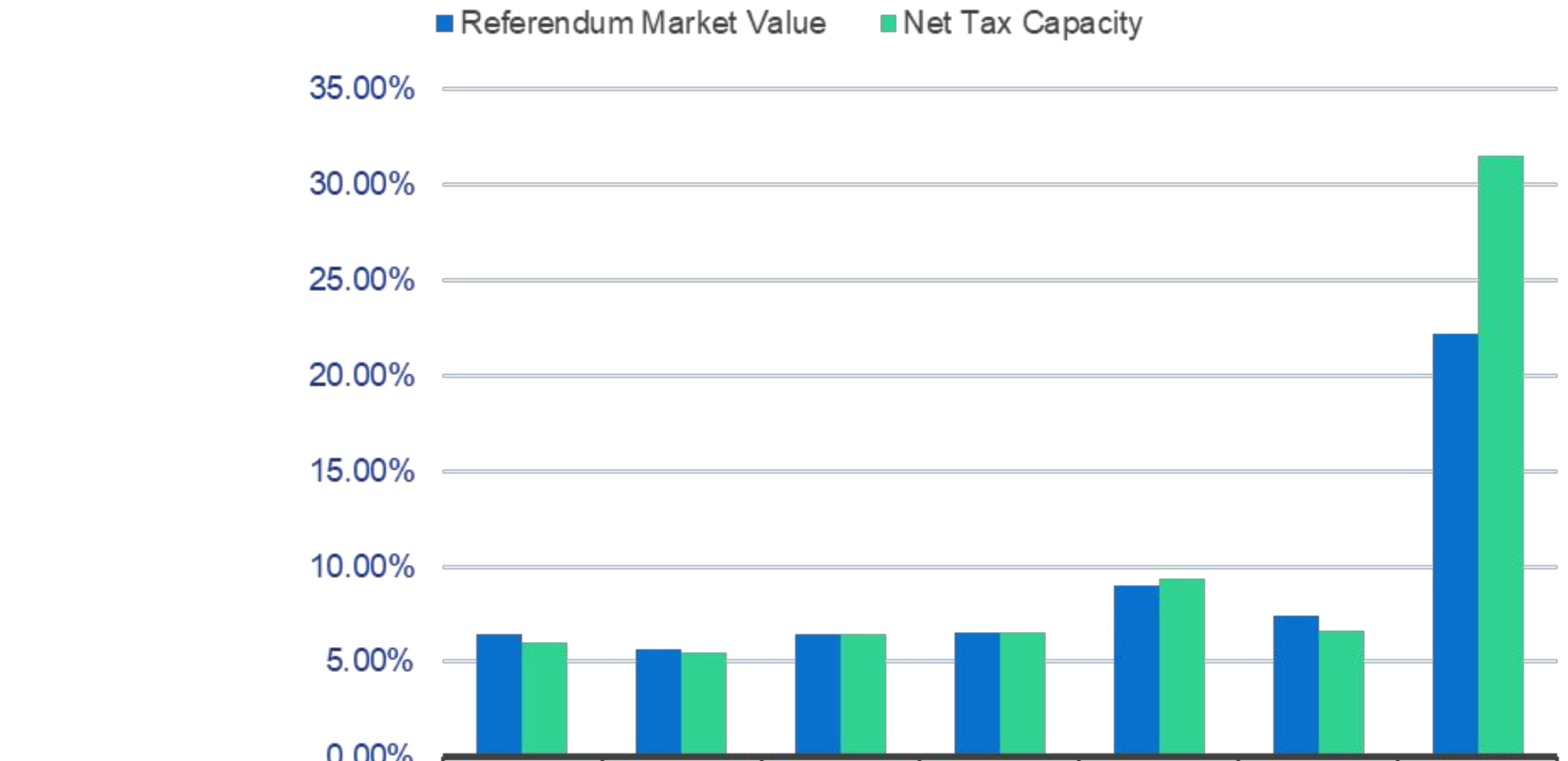
Types of Property	Pay 2022 Value	Pay 2023 Est. Value	Pay 2022	Pay 2023	$ Change	% Change
Residential Homestead	$150,000	$187,500	$745	$795	$50	6.73%
	200,000	250,000	1,036	1,096	$59	5.74%
	300,000	375,000	1,618	1,696	$78	4.79%
	350,000	437,500	1,909	1,990	$81	4.23%
	400,000	500,000	2,200	2,274	$74	3.36%
	600,000	750,000	3,393	3,587	$195	5.74%
	800,000	1,000,000	4,667	4,901	$234	5.01%
Commercial / Industrial**	$100,000	$110,000	$723	$655	($68)	-9.36%
	250,000	275,000	1,979	1,814	($165)	-8.34%
	500,000	550,000	4,215	3,839	($376)	-8.93%
	1,000,000	$1,100,000	8,689	7,889	($799)	-9.20%
Agricultural Homestead	$6,000	$6,600	$5.22	$3.68	($1.55)	-29.61%
	7,000	7,700	6.09	4.29	($1.80)	-29.61%
	8,000	8,800	6.96	4.90	($2.06)	-29.61%
	9,000	$9,900	7.83	5.51	($2.32)	-29.61%

What are the main variables that cause property tax increases and decreases?

- Changes in market values, classification or class rates
- Change in property tax credits *(e.g. change in Homestead Benefit from a credit to an exclusion)*
- Voter approved referendums
- Increases or decreases in levy amounts caused by changes in state funding formulas
- The value of your property may increase or decrease
- The value of other properties may increase or decrease and change the share that your property is of the total tax base, whether your property's value changed or not.
- School Board Actions.

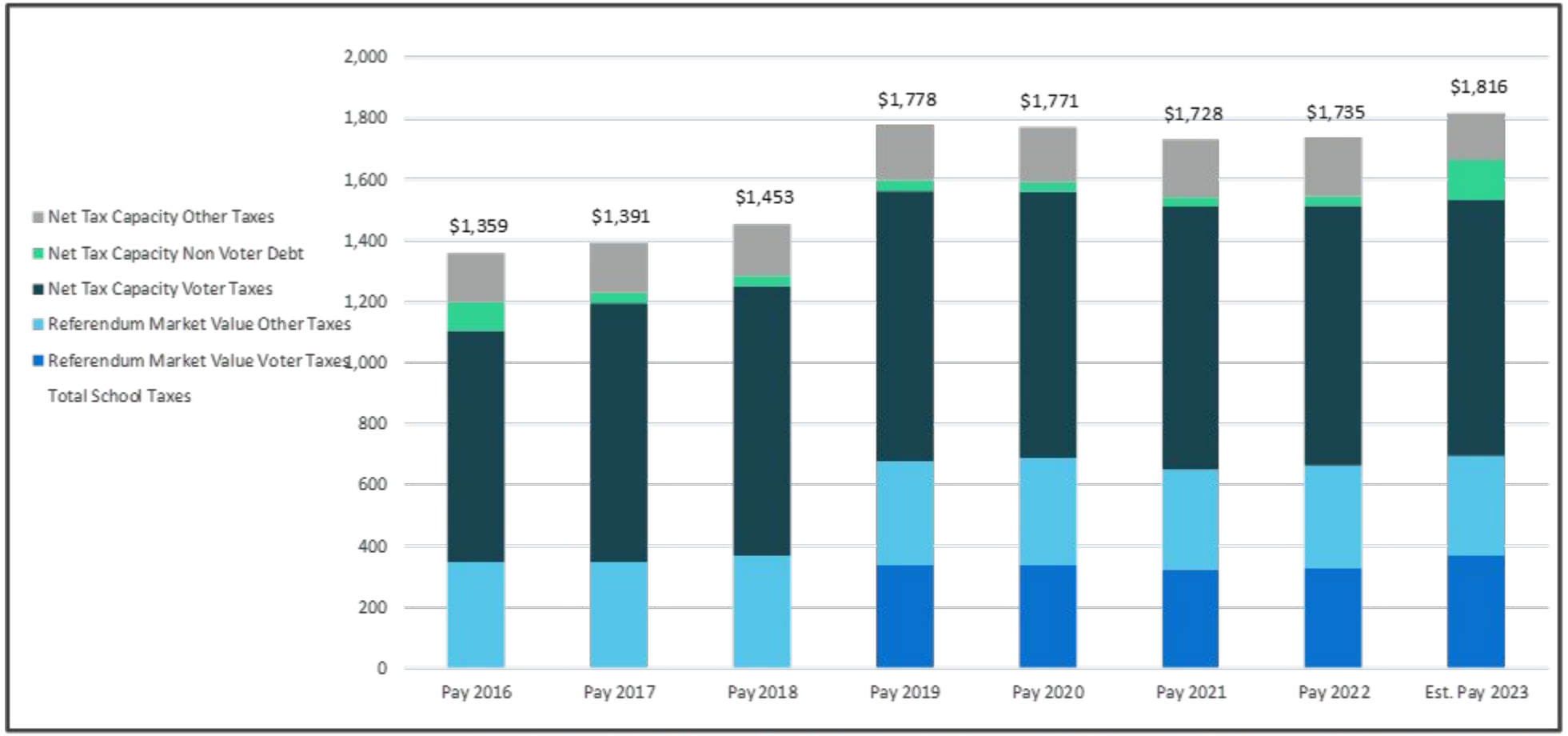

Total School Tax Levy Trend
Net Tax Capacity Levy
Referendum Market Value Levy
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$6,022,150
$6,196,940
$6,460,891
$7,782,398
$7,893,362
$7,978,687
$8,110,821
$8,557,656
Pay 2016
Pay 2017
Pay 2018
Pay 2019
Pay 2020
Pay 2021
Pay 2022
Est. Pay 2023

Property Value % Increase Trend



	Pay 2017	Pay 2018	Pay 2019	Pay 2020	Pay 2021	Pay 2022	Est. Pay 2023
Referendum Market Value	6.41%	5.65%	6.48%	6.56%	9.02%	7.39%	22.19%
Net Tax Capacity	6.02%	5.50%	6.43%	6.54%	9.38%	6.64%	31.50%

Residential Homestead School Tax Trend



	Pay 2016	Pay 2017	Pay 2018	Pay 2019	Pay 2020	Pay 2021	Pay 2022	Est. Pay 2023
Home Value*	238,789	250,728	263,265	276,428	290,249	304,762	320,000	400,000
Referendum Market Value Voter Taxes	0	0	0	336	336	323	327	368
Referendum Market Value Other Taxes	348	348	369	341	351	328	337	325
Net Tax Capacity Voter Taxes	756	849	884	886	872	859	849	839
Net Tax Capacity Non Voter Debt	93	34	33	33	32	31	31	131
Net Tax Capacity Other Taxes	163	161	169	182	179	187	190	153
Total School Taxes	**$ 1,359**	**$ 1,391**	**$ 1,453**	**$ 1,778**	**$ 1,771**	**$ 1,728**	**$ 1,735**	**$ 1,816**

*The chart assumes a 5% annual increase in the home value for taxes payable from 2016 to 2022. A 25% increase in value is assumed for taxes payable in 2023.

Rockford Area Schools

Public Comments

Rockford Area Schools

Whereas, Pursuant to Minnesota Statutes the School Board of Rockford Area Schools, ISD 883, Rockford, Minnesota, is authorized to make the following proposed tax levies for general purposes:

Maintenance (General Fund)	$ 3,566,054.78
• Includes Referendum	
Community Service	$122,150.24
Debt Service	$4,869,450.63
Total Proposed School Tax Levy	**$8,557,655.65**

Now Therefore, Be it resolved by the School Board of Rockford Area Schools, ISD 883, Rockford, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at **$8,557,655.65.** The clerk of the Rockford Area Schools board is authorized to certify the proposed levy to the County Auditor of Wright County, Minnesota.

Questions regarding Property Values/Taxes

Wright County Assessor's Office

(763) 682-7367

Hennepin County Assessor's Office

(612) 248-3000

Additional Questions?

Mike McNulty

Director of Finance

mcnultym@rockford.k12.mn.us

Pursuant to due call and notice, the Rockford Board of Education met in a special meeting on Friday, November 18, 2022 in the District Board Room. Chair Edwards called the meeting to order at 7:00 am. Members Anderson, Kneeland, Gordee, Johnson, Praska and Edwards were present. Also present was Superintendent Rhonda Dean. Chair Edwards noted that the purpose of the meeting is to canvass the November 8, 2022 General Election.

Motion by Gordee seconded by Anderson to approve the agenda as presented. Motion passed unanimously.

Member Johnson moved the adoption of the Resolution Canvassing Returns of Votes of School District General Election, Member Praska seconded, to approve the following resolution as presented:

RESOLUTION CANVASSING RETURNS OF VOTES
OF SCHOOL DISTRICT GENERAL ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 883, State of Minnesota, as follows:

1. It is hereby found, determined and declared that the general election of the voters of this school district held in conjunction with the state general election on November 8, 2022, was in all respects duly and legally called and held.
2. As specified in the attached Abstract and Return of Votes Cast, a total of 7784 voters of the district voted at said election on the election of three (3) school board members for four (4) year term vacancies on the board caused by expiration of term on the first Monday in January next following the general election as follows:

Eric Gordee	1983
Beth Praska	2029
Jamie Hillstrom	1917
Lindsay Fenrich	1805
Write-in Votes	50

3. Candidate Eric Gordee, Candidate Beth Praska, and Candidate Jamie Hillstrom, having received the highest number of votes, are elected to four-year terms beginning the first Monday in January, 2023.
4. The clerk is hereby directed to certify the results of the election to the county auditors of each county in which the school district is located in whole or in part.

On a roll call vote, the following voted in favor: Anderson, Gordee, Johnson, Kneeland, Praska and Edwards. And the following voted against: None.

Whereupon said resolution was declared duly passed and adopted.

Member Johnson moved the adoption of the Resolution Authorizing issuance of Certificates of Election and Directing School District Clerk to Perform other Election Related Duties, Member Gordee seconded, to approve the following resolution as presented:

RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATES OF ELECTION AND DIRECTING SCHOOL DISTRICT CLERK TO PERFORM OTHER ELECTION RELATED DUTIES

WHEREAS, the board has canvassed the general election for school board members held on November 18, 2022.

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District 883, State of Minnesota, as follows:

1. The chair and clerk are hereby authorized to execute certificates of election on behalf of the school board of Independent School District No. 883 to the following candidates:
    a. Eric Gordee
    b. Beth Praska
    c. Jamie Hillstrom

who have received a sufficiently large number of votes to be elected to fill vacancies on the board caused by expiration of term on the first Monday in January next following the election, based on the results of the canvass.

2. The certificate of election shall be in substantially the form attached hereto.
3. After the time for contesting the election has passed and the candidate has filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk of the school board is hereby directed to deliver the certificates to the persons entitled thereto personally or by certified mail.
4. The clerk is hereby directed to enclose with the certificate a form of acceptance of office and oath of office in substantially the form attached hereto.

On a roll call vote, the following voted in favor: Anderson, Gordee, Johnson, Kneeland, Praska and Edwards. And the following voted against: None.

Whereupon said resolution was declared duly passed and adopted.

A Work Session is scheduled for Monday, November 21, 2022 at 5:30 pm in the DIstrict Board Room. A Regular Meeting of the Board of Education is scheduled for Monday, November 21, 2022 at 6:30 pm, in the District Board Room.

Anderson motioned to adjourn the meeting at 7:05 a.m. Kneeland seconded. Motion carried unanimously.

Christa Larson
Recorder

Jessica Johnson
Clerk

ROCKFORD AREA SCHOOLS

Independent School District 883
School Board Work Session Minutes
Monday, November 21, 2022

Pursuant to due call and notice, the Rockford Board of Education met in a work session on Monday, November 21, 2022 in the District Board Room. Beth Praska called the work session meeting to order at 5:30 pm. Members Anderson, Kneeland, Gordee, Johnson, Praska and Edwards were present. Also present were Superintendent Rhonda Dean, Ryan Hoffman from ICS, Director of Buildings and Grounds James Leuer and Steve Pumper from PMA.

Ryan Hoffman from ICS and Steve Pumper from PMA gave a Facilities/Construction Update and discussed potential future planning.

A Regular Meeting of the Board of Education is scheduled for Monday, November 21, 2022 at 6:30 pm, in the District Board Room.

Adjourned 6:23 pm

Courtney Neibert
Recorder

Jessica Johnson
Clerk

Independent School District #883

Regular School Board Meeting

November 21, 2022

Chair Edwards called the meeting to order at 6:30 p.m.

Pledge of Allegiance

The meeting opened with the Pledge of Allegiance.

Board Roll Call

Members present: *Anderson, Edwards, Gordee, Johnson, Praska and Kneeland.* Also present were *Superintendent Rhonda Dean, Director of Buildings and Grounds James Leuer, Community Education Director Melissa Joseph, Activities Director Dan Pratt, RHS Principal Paul Menard, Ryan Hoffman from ICS, Steve Pumper from PMA, Director of Teaching and Learning Rob Danneker*

APPROVAL OF AGENDA

Motion by Anderson seconded by Praska to approve the agenda as presented. Motion passed unanimously.

PUBLIC COMMENTS

There were no public comments.

CONSENT ITEMS

Motion by Gordee, seconded by Kneeland to approve the consent items as presented. Motion carried.

- ***Minutes:***
  October 17, 2022 Work Session
  October 17, 2022 Regular Meeting

- ***Personnel:***

Status	First Name	Last Name	Position	Date(s)
Hire	Ashley	Briggs	Gymnastics Instructor - Comm. Center	November 4, 2022
Hire	Anne	Runck	Long Term Sub. CTE	November 10, 2022
Hire	Mary	Spike	Technology Assistant II	November 2, 2022
Hire	Avery	McDonald	Front Desk Attendant - Comm. Center	October 21, 2022
Hire	Weston	Riley	8th Grade Girls Basketball Coach	October 19, 2022
Hire	Larry	Larson	7th Grade Girls Basketball Coach	September 2022
Hire	Colleen	Prudhomme	7th/8th Grade Cross Country Coach	Fall 2022
Hire	David	Montgomery	Girls Soccer Coach	June 1, 2022
Resignation	Stephanie	Cosgrove	One Act Play Director	October 14, 2022
Resignation	Gracie	Lusk	Special Education Paraprofessional	November 8, 2022
Resignation	Andrea	Baker	Sp. Ed. Teacher - High School	November 11, 2022
Resignation	Dawn	Rund	Elementary Playground Supervisor	October 18, 2022
Resignation	Gregg	Christopherson	Technology Assistant II	November 10, 2022
Resignation	David	Johnson	CTE Teacher - High School	November 4, 2022

- ***Support Staff Seniority:***

Category I Media Assistants			
Roskowiak, Shea	9/26/2011	Assistant	Media
Lehmberg Diane	9/3/2019	Assistant	Media
Binsfeld, Kaari	8/17/2021	Assistant	Media
Category II Special Education/Title I Assistants			
Lanars, Merry	1/17/1995	Assistant	SPED Para
Smock, Rita	11/2/2007	Assistant	SPED Para
Sieg, Katherine	8/29/2012	Assistant	SPED Para
Miller, Terri	7/9/2013	Assistant	Title I Para
Sumner, Jennifer	1/2/2014	Assistant	SPED Para
Coons, Shari	9/1/2016	Assistant	SPED Para
Jacobson, Amy	9/13/2016	Assistant	SPED Para
Curtis Tonya	8/29/2017	Assistant	SPED Para
Lee, Pang	11/27/2017	Assistant	SPED Para
Nixon, Joyce	2/12/2018	Assistant	SPED Para
Leuer, Kellie	8/22/2018	Assistant	SPED Para
Stefanich, Loryssa	8/22/2018	Assistant	SPED Para
Lockwood, Valerie	9/16/2019	Assistant	SPED Para
Bombard, Karen	10/4/2019	Assistant	SPED Para
Wilmot, Kari	2/24/2020	Assistant	SPED Para

Anderson-Hume, Amanda	3/2/2020	Assistant	SPED Para
Roh, Jacob	9/16/2020	Assistant	SPED Para
Kelly, Katherine	8/11/2021	Assistant	SPED Para
Fictorie, Katherine	8/30/2021	Assistant	SPED Para
Probationary			
Lusk, Faith	1/5/2022	Assistant	SPED Para
Hill, Samantha	1/10/2022	Assistant	SPED Para
Belland, Michael	3/7/2022	Assistant	SPED Para
Pollock, Erin	5/11/2022	Assistant	SPED Para
Kolehmainen, Jacie	8/30/2022	Assistant	SPED Para
Coppes, Kristen	9/15/2022	Assistant	SPED Para
Blackhawk, Brieana	9/16/2022	Assistant	SPED Para
Category III Early Childhood-School Readiness Assistants			
Feyen, Lisa	9/3/2015	Assistant-EC-SR	Assistant-EC-SR
Thorson, Courtney	9/15/2021	Assistant-EC-SR	Assistant-EC-SR
Probationary			
Qualle, Kristy	8/22/2022	Assistant-EC-SR	Assistant-EC-SR
Category IV School Age Childcare Assistants			
Stetter, Judy	1/13/2003	Assistant-SACC	Assistant-SACC
Schroeder, Nayeli	10/1/2013	Assistant-SACC	Assistant-SACC
Swanson, Sydney	8/28/2017	Assistant-SACC	Assistant-SACC
Schroeder, Katelin	10/10/2017	Assistant-SACC	Assistant-SACC
Category V Custodians			
Kasheimer, Pat	11/3/1986	Custodian	Custodian
Larson, DeWayne	8/29/1988	Custodian	Custodian
Larson, Scott	8/29/1988	Custodian	Custodian
Solomonson, Chad	4/13/2015	Custodian	Custodian
Gunnerson, James	4/5/2016	Custodian	Custodian
Schroeder, Trevor	8/22/2016	Custodian	Custodian
Jorgensen, John	10/15/2018	Custodian	Custodian
Larson, Kris	2/14/2019	Custodian	Custodian

Johnson, James	10/5/2020	Custodian	Custodian
Brooks, Howie	5/24/2021	Custodian	Custodian
Bourdon, Robert	6/7/2021	Custodian	Custodian
Bourdon, Robert W.	12/20/2021	Custodian	Custodian
Category VI Secretaries			
Swanson, Angelica	9/17/2007 & 3/2/2015	Secretary	Secretary
Robertson, Stacey	7/13/2016	Secretary	Secretary
Palmer, Monica	8/5/2020	Secretary	Secretary
Dahlke, Bobbie	8/27/2020	Secretary	Secretary
Roehl, Aimee	3/17/2021	Secretary	Secretary
Chalupsky, Jeanie	8/9/2021	Secretary	Secretary
Probationary			
Reichert, Stephanie	1/25/2022	Secretary	Secretary
Herou, Michelle	1/26/2022	Secretary	Secretary
Posted:	**Oct-22**		
Board Adopted:	**Nov-22**		

- ***Bills and Wire Transfers:***

  October 2022 Disbursements Paid (listings attached):
  Fund 01 General Fund $1,222,284.01
  Fund 02 Food Service $0
  Fund 04 Community Services $6,665.16
  Fund 06 Building Construction $21,290.00
  Fund 07 Debt Redemption $ 237.50
  Fund 21 Student Activities $ 41,762.27
  Fund 45 OPEB Trust $ 0.00

  Total All Funds $1,292,001.44

- ***Open Enrollments:***

Resident Students Attending Other Schools

Grade	*Non-Resident District*	*Number*	*Date Effective*	*Address Change/New Enrollment*
EC	Delano	279	10/10/2022	different Special Ed program
2	Delano	279	9/6/2022	family move, wanted to stay @ Delano

Non-Resident Students Attending Rockford

Grade	*Resident District*	*Number*	*Date Effective*	*Address Change/New Enrollment*
12	Buffalo	877	11/1/2022	family move, wants to stay enrolled @ Rockford

- ***MDE Website: An EDIAM account with MDE was added for Courtney Neibert.***

SAFE & WELCOMING ENVIRONMENT

- **Community Education Celebration:** Community Education Director Melissa Joseph highlighted the gymnastics program with a presentation from a few gymnasts and their coach along with a video from some of our Galaxy kids.
- **Community Education Update:** Community education Director Melissa Joseph gave an update on the state of the community center and community education programming.

EFFICIENT & EFFECTIVE OPERATIONS

- **Facilities Update:** Ryan Hoffman with ICS and Steve Pumper with PMA presented a facilities update and requested approval from the board to solicit bids.

Motion by Gordee, seconded by Anderson to approve the advertisement to solicit bids as presented. Motion carried.

- **Policy Updates -** Superintendent Dean presented several policy revisions for a first reading. Some of the updates restore consistency in policy references and ensure that each reference reflects current federal and minnesota statutory titles to the following existing policies:104, 213, 404, 420, 506, 508, 509, 517, 522, 525, 527, 528, 529, 532, 533, 601, 602, 613, 618, 619, 620, 624, 722.
- **Superintendent Resignation -** Superintendent Dean presented her resignation.

Motion by Gordee, seconded by Praska to approve superintendent Dean's resignation. Motion carried.

- **Superintendent Search -** Chair Edwards requested the board to discuss options for the superintendent search.

Motion by Gordee, seconded by Kneeland to approve the mobilization of the committee at large to bring options to the full board for consideration in the superintendent search.

HIGH STUDENT ACHIEVEMENT

- **New RHS course descriptions** - RHS principal Paul Menard presented the 2023-2024 year course changes to the board for approval.

Motion by Gordee, seconded by Anderson to approve the course addition as presented. Motion carried.

- **Activities Update** - Activities Director Dan Pratt presented an update on the activities department along with guest presenter, Gwen Keller
- **Boys Basketball Overnight** - Activities Director Dan Pratt presented a request for approval of an overnight trip for the Boys Basketball team

Motion by Gordee, seconded by Johnson to approve the basketball overnight. Amy Edwards and Brady Anderson abstained from voting. Motion carried.

- **Gymnastics Overnight** - Activities Director Dan Pratt presented a request for approval of an overnight trip for the Gymnastics team.

Motion by Johnson, seconded by Anderson to approve the gymnastics overnight. Motion carried.

- **Jazz Band Overnight** - Activities Director Dan Pratt presented a request for approval of an overnight trip for the Jazz Band.

Motion by Johnson, seconded by Gordee to approve the Jazz band overnight to Bemidji. Brady Anderson abstained from voting. Motion carried.

FISCAL RESPONSIBILITY

Johnson motioned, seconded by Kneeland, to approve the following resolution as presented:

- **Resolution of Acknowledgement of Contributions/Donations**

  WHEREAS Minnesota Statute 123B.02 permits school boards to "receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. On that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

  THEREFORE, be it resolved by the School Board of Rockford Area Schools, Independent School District 883 that the School Board accepts, with appreciation, the contributions detailed below.

Donor	*Amount*	*Fund*
Anonymous Donation	$190.00	Football Activity Fund
Trent Shipley	$500.00	RHS FFA Fund
Rockford Lions	$500.00	RHS FFA Fund
Rockford Education Foundation		REAMS Staff T-shirts
Rockford Education Foundation		REAMS Art--500 cinch sacs for Art Class
Rockford Education Foundation		RMS Band--2 Tubas for RMS Band
Hennepin Co Farm Bureau	$500.00	RHS FFA Fund
Medina Electric		5 boxes of 3-ring binders for RAS

On a roll call vote, the following voted in favor: Anderson, Gordee, Johnson, Kneeland, Praska and Edwards. And the following voted against: None.

Whereupon said resolution was declared duly passed and adopted.

BOARD AND SUPERINTENDENT UPDATES AND ANNOUNCEMENTS

Work Session: Monday, December 5, 2022 at 6:30 pm in the District Board Room

Regular Meeting of the Board of Education and Truth in Taxation: Monday, December 19, 2022 at 6:30pm, in the District Board Room

The Board and Superintendent gave updates on their committee assignments and events attended.

- Kneeland -Chamber luncheon, Rockford Ed Foundation Gala, Safe Routes to School, election certification
- Anderson -Election certification, Rockford Ed Foundation Gala
- Praska- Prep planning for meetings, election certification, SEE World's Best Workforce
- Gordee - Facilities, Negotiations 284, MSBA Delegate Assembly, Rockford Ed Foundation Gala
- Johnson - Continuing Ed Meeting, election certification meeting, MAWSECO Board meeting, MAWSECO Executive Director contract negotiations, 284 Negotiations, Principal Negotiations
- Edwards - Election certification, board prep, facilities committees, Marching band concert, Rockford Ed Foundation Gala
- Superintendent Dean - Mentoring two individuals with their superintendent license, planned power outage prep, MDE alternative meal announcement, bus corral opening, AMSD meetings, facilities meetings, long term facility, NWSISD, 284 negotiations, principal negotiations, Rockford Ed Foundation Gala, SEE World's Best Workforce, benefits kickoff

Johnson motioned to adjourn the meeting at 8:47 p.m. Praska seconded. Motion carried unanimously.

Courtney Neibert	*Jessica Johnson*
Recorder	*Clerk*

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent Personnel

Meeting Date: December 19, 2022

Prepared By: Human Resources Office

Date Prepared: December 14, 2022

	Information		Briefing	X	Action		Enclosure Item(s)

Personnel Items:

Status	First Name	Last Name	Position	Date(s)
Hire	Cindy	Gapinski	Payroll/Benefits Coordinator	November 28, 2022
Hire	Emma	Swanson	Assistant Dance Coach	October 24, 2022
Hire	Nickolas	Weddig	Front Desk Attendant	November 20, 2022
Hire	Wilson	Sanderson	Basketball Clock Operator - Student Worker	December 6, 2022
Hire	Justin	Broberg	Auditorium Technician - Student Worker	November 1, 2022
Hire	Thomas	Barrows	Auditorium Technician - Student Worker	November 10, 2022
Hire	Claire	Shaikoski	Auditorium Technician - Student Worker	December 1, 2022
Resignation	Brielle	Muhonen	Kindergarten Teacher	October 13, 2022
Resignation	Molly	Baccam	Elementary Playground Supervisor	December 23, 2022

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: *Consent Bills Paid and Wires in November 2022*

Meeting Date: December 19, 2022

Prepared by: Mike McNulty

Date Prepared: December 12, 2022

[x] Information [ ] Briefing [x] Action [ ] Enclosure Item(s)

November 2022 Disbursements Paid (listings attached):

Fund 01 General Fund	$1,283,844.65
Fund 02 Food Service	$ 26,109.52
Fund 04 Community Services	$ 8,877.60
Fund 06 Building Construction	$ 13,468.92
Fund 07 Debt Redemption	$ 0
Fund 21 Student Activities	$ 12,711.06
Fund 45 OPEB Trust	$ 0
Total All Funds	$ 1,345,011.75

Rockford ISD #0883
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		57122		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	No	No	11/02/2022	323.50
AS2		57123		Wire	1	1938		TRA		No	No	No	11/04/2022	56,384.95
AS2		57124		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	11/04/2022	21,515.71
AS2		57125		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	11/02/2022	18,669.40
AS2		57126		Wire	1	2006		US GOVERNMENT		No	No	No	11/02/2022	109,315.52
AS2		57272		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	11/25/2022	528.82
AS2		57273		Wire	1	2006		US GOVERNMENT		No	No	No	11/25/2022	2,673.01
AS2		57274		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	11/23/2022	1,275.94
AS2	P305P2	57282		Wire	1	4050		AFLAC		No	No	No	11/18/2022	420.32
AS2	P305P2	57283		Wire	1	2006		US GOVERNMENT		No	No	No	11/16/2022	115,758.86
AS2	P305P2	57284		Wire	1	1962		MINNESOTA DEPT OF REVENUE		No	No	No	11/16/2022	19,375.97
AS2	P305P2	57285		Wire	1	3370		MN CHILD SUPPORT PMT CENTER		No	No	No	11/16/2022	323.50
AS2	P305P2	57286		Wire	1	1938		TRA		No	No	No	11/21/2022	60,355.96
AS2	P305P2	57287		Wire	1	5459		LEGAL SHIELD		No	No	No	11/15/2022	167.45
AS2	P305P2	57288		Wire	1	1937		PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	11/16/2022	20,293.45
AS2	P305P2	57289		Wire	1	7649		TSA CONSULTING GROUP, INC.		No	No	No	11/15/2022	30,804.76
AS2		57290		Wire	1	2470		MSRS		No	No	No	11/15/2022	14,004.44
AS2		57156	103386	Check	1	1269		T-MOBILE		Yes	No	No	11/01/2022	1,260.00
AS2		57167	103387	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	No	No	11/04/2022	88,818.34
AS2		57168	103388	Check	1	4335		4 POINT 0 SCHOOL SERVICES		Yes	No	No	11/04/2022	18,435.98
AS2		57175	103389	Check	1	6623		ADVANCED IMAGING SOLUTIONS		Yes	No	No	11/04/2022	5,718.00
AS2		57170	103390	Check	1	4581		BREAKDOWN SPORTS USA		Yes	No	No	11/04/2022	90.00
AS2		57182	103391	Check	1	8222		CBIZ INVESTMENT ADVISORY SERVICI	LLC - C Corp	Yes	No	No	11/04/2022	6.78
AS2		57166	103392	Check	1	3539		CENGAGE LEARNING		Yes	No	No	11/04/2022	5,099.05
AS2		57161	103393	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	11/04/2022	1,229.51
AS2		57162	103394	Check	1	1181		CITY OF ROCKFORD		Yes	No	No	11/04/2022	1,551.01
AS2		57158	103395	Check	1	1007		CMERDC		Yes	No	No	11/04/2022	29.90
AS2		57184	103396	Check	1	8439		COMMON THREAD CUSTOM APPAREL	LLC - S Corp	Yes	No	No	11/04/2022	445.55
AS2		57177	103397	Check	1	7480		CORPORATE MECHANICAL, INC.		Yes	No	No	11/04/2022	958.87
AS2		57171	103398	Check	1	5124		DECKER EQUIPMENT/SCHOOL FIX		Yes	No	No	11/04/2022	81.45
AS2		57174	103399	Check	1	6377		DISH		Yes	No	No	11/04/2022	114.06
AS2		57173	103400	Check	1	6029		KIDZART		Yes	No	No	11/04/2022	120.00
AS2		57180	103401	Check	1	7779		M & D SPORTS SERVICES		Yes	No	No	11/04/2022	221.00
AS2		57160	103402	Check	1	1098		MACGILL & CO		Yes	No	No	11/04/2022	586.10
AS2		57186	103403	Check	1	8495		MAGNET SCHOOLS OF AMERICA, INC		Yes	No	No	11/04/2022	475.00
AS2		57179	103404	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	11/04/2022	150.00
AS2		57164	103405	Check	1	1471		MCEA		Yes	No	No	11/04/2022	678.00
AS2		57172	103406	Check	1	5403		MIDWEST SPECIAL INSTRUMENTS		Yes	No	No	11/04/2022	74.00
AS2		57185	103407	Check	1	8493		NATIONAL BUSINESS EDUCATION ASS	Other	Yes	No	No	11/04/2022	79.00

Rockford ISD #0883
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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		57157	103408	Check	1	1006		NORTHWEST SUBURBAN INTEGRATIC		Yes	No	No	11/04/2022	4,422.25
AS2		57165	103409	Check	1	3291	remit2	PEARSON		Yes	No	No	11/04/2022	499.26
AS2		57181	103410	Check	1	8086		RECDESK LLC		Yes	No	No	11/04/2022	4,600.00
AS2		57169	103411	Check	1	4366		REGION 5A SECRETARY		Yes	No	No	11/04/2022	325.00
AS2		57163	103412	Check	1	1379		SHIFFLER		Yes	No	No	11/04/2022	70.00
AS2		57178	103413	Check	1	7545		TEACHERS ON CALL		Yes	No	No	11/04/2022	4,269.24
AS2		57176	103414	Check	1	6953		TRIAND, INC.		Yes	No	No	11/04/2022	1,188.00
AS2		57183	103415	Check	1	8391		US OMNI & TSACG COMPLIANCE SERV	C Corporation	Yes	No	No	11/04/2022	248.20
AS2		57159	103416	Check	1	1016		WRIGHT-HENNEPIN COOP. ELECTRIC		Yes	No	No	11/04/2022	206.70
AS2		57188	103417	Check	1	7981		AT&T MOBILITY		Yes	No	No	11/08/2022	38.23
AS2		57187	103418	Check	1	1215		XCEL ENERGY		Yes	No	No	11/08/2022	28,664.64
AS2		57210	103419	Check	1	6623	remit	ADVANCED IMAGING SOLUTIONS		Yes	No	No	11/10/2022	68.00
AS2		57218	103420	Check	1	8399		AMPION PBC	C Corporation	Yes	No	No	11/10/2022	293.07
AS2		57211	103421	Check	1	7317		AQUALAND AQARIUM CENTER INC.		Yes	No	No	11/10/2022	300.00
AS2		57201	103422	Check	1	3539		CENGAGE LEARNING		Yes	No	No	11/10/2022	3,407.04
AS2		57193	103423	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	11/10/2022	7,110.27
AS2		57194	103424	Check	1	1200		CUB FOODS		Yes	No	No	11/10/2022	575.31
AS2		57217	103425	Check	1	8265	remit	DOMINO'S PIZZA		Yes	No	No	11/10/2022	51.19
AS2		57207	103426	Check	1	5992		ECM PUBLISHERS, INC.		Yes	No	No	11/10/2022	690.90
AS2		57208	103427	Check	1	6481		GRADY'S ACE HARDWARE		Yes	No	No	11/10/2022	776.82
AS2		57214	103428	Check	1	7738	REMIT	GRANITE TELECOMMUNICATIONS, LLC		Yes	No	No	11/10/2022	744.71
AS2		57216	103429	Check	1	7878		HERITAGE EMBROIDERY & DESIGN		Yes	No	No	11/10/2022	3,863.00
AS2		57191	103430	Check	1	1057		HILLYARD		Yes	No	No	11/10/2022	6,905.51
AS2		57204	103431	Check	1	4697		HUMANEX VENTURES		Yes	No	No	11/10/2022	6,400.00
AS2		57205	103432	Check	1	5165		ICS CONSULTING, INC		Yes	No	No	11/10/2022	13,468.92
AS2		57202	103433	Check	1	3679	remit	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	11/10/2022	2,093.33
AS2		57213	103434	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	11/10/2022	60.00
AS2		57189	103435	Check	1	1014	remit	MASA/MASE		Yes	No	No	11/10/2022	199.00
AS2		57196	103436	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	11/10/2022	20,012.01
AS2		57197	103437	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	11/10/2022	175.00
AS2		57198	103438	Check	1	1394		MBNA/BUSINESS CARD		Yes	No	No	11/10/2022	2,465.46
AS2		57190	103439	Check	1	1030		MESPA		Yes	No	No	11/10/2022	955.00
AS2		57215	103440	Check	1	7770		MN ASSOC OF SECRETARIES TO THE		Yes	No	No	11/10/2022	40.00
AS2		57219	103441	Check	1	8402		REPUBLIC SERVICES, INC.	C Corporation	Yes	No	No	11/10/2022	2,150.76
AS2		57203	103442	Check	1	4535		ROCKFORD/GREENFIELD CHAMBER C		Yes	No	No	11/10/2022	15.00
AS2		57192	103443	Check	1	1091		SCHMITT MUSIC CENTER		Yes	No	No	11/10/2022	138.00
AS2		57195	103444	Check	1	1349		SPORT DECALS		Yes	No	No	11/10/2022	127.50
AS2		57212	103445	Check	1	7545		TEACHERS ON CALL		Yes	No	No	11/10/2022	1,648.39
AS2		57209	103446	Check	1	6561	remit	TROPHIES PLUS, INC.		Yes	No	No	11/10/2022	79.99

Rockford ISD #0883
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		57206	103447	Check	1	5806	remit	UNIVERSAL ATHLETIC, LLC		Yes	No	No	11/10/2022	1,190.00
AS2		57200	103448	Check	1	2151	remit	VARITRONICS, LLC		Yes	No	No	11/10/2022	348.66
AS2		57199	103449	Check	1	1841		WRIGHT TECHNICAL CENTER		Yes	No	No	11/10/2022	3,626.67
AS2		57220	103450	Check	1	3824		HANOVER INSURANCE GROUP		Yes	No	No	11/16/2022	34,257.43
AS2		57233	103451	Check	1	6750		ART OF PROBLEM SOLVING		Yes	No	No	11/18/2022	450.00
AS2		57222	103452	Check	1	1180		CENTERPOINT ENERGY		Yes	No	No	11/18/2022	3,836.47
AS2		57236	103453	Check	1	7420		CF-ADVERTISING		Yes	No	No	11/18/2022	4,370.00
AS2		57234	103454	Check	1	6797		CHILDREN'S THEATRE COMPANY		Yes	No	No	11/18/2022	969.00
AS2		57227	103455	Check	1	4763		CMSCA		Yes	No	No	11/18/2022	150.00
AS2		57239	103456	Check	1	8342		eREPLACEMENTPARTS.COM		Yes	No	No	11/18/2022	173.36
AS2		57232	103457	Check	1	6603		LANO EQUIPMENT -LORETTO		Yes	No	No	11/18/2022	77.72
AS2		57238	103458	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	11/18/2022	480.00
AS2		57223	103459	Check	1	1267	remit	MASSP		Yes	No	No	11/18/2022	525.00
AS2		57225	103460	Check	1	2216		MENARDS INC		Yes	No	No	11/18/2022	15.37
AS2		57231	103461	Check	1	6356		MITEL NETSOLUTIONS		Yes	No	No	11/18/2022	4,322.01
AS2		57230	103462	Check	1	6031		POSTMASTER		Yes	No	No	11/18/2022	1,246.34
AS2		57221	103463	Check	1	1152		RESOURCE TRAINING & SOLUTIONS		Yes	No	No	11/18/2022	377.00
AS2		57228	103464	Check	1	4937		RUSSELL SECURITY RESOURCE INC		Yes	No	No	11/18/2022	3,957.00
AS2		57241	103465	Check	1	8498		SCHMITT MUSIC ANOKA		Yes	No	No	11/18/2022	284.00
AS2		57237	103466	Check	1	7545		TEACHERS ON CALL		Yes	No	No	11/18/2022	5,888.52
AS2		57235	103467	Check	1	7295	REMIT	TOBII DYNAVOX LLC		Yes	No	No	11/18/2022	99.00
AS2		57229	103468	Check	1	5149		TOLL COMPANY		Yes	No	No	11/18/2022	24.06
AS2		57226	103469	Check	1	4719		TRACTOR SUPPLY CREDIT PLAN		Yes	No	No	11/18/2022	203.36
AS2		57224	103470	Check	1	1945		YOUTH FRONTIERS, INC.		Yes	No	No	11/18/2022	2,200.00
AS2		57240	103471	Check	1	8497		ZEMKE, JASON	Ind/Sole Proprietor	Yes	No	No	11/18/2022	144.00
AS2		57249	103472	Check	1	3343	REMIT	ACCO BRANDS USA LLC		Yes	No	No	11/21/2022	2,447.00
AS2		57250	103473	Check	1	3388		AIM ELECTRONICS, INC.		Yes	No	No	11/21/2022	780.00
AS2		57265	103474	Check	1	7793		BURSCHVILLE CONSTRUCTION, INC.		Yes	No	No	11/21/2022	22,765.00
AS2		57253	103475	Check	1	5507		CITY OF GREENFIELD WATER & SEWE		Yes	No	No	11/21/2022	1,167.73
AS2		57259	103476	Check	1	7480		CORPORATE MECHANICAL, INC.		Yes	No	No	11/21/2022	8,330.00
AS2		57261	103477	Check	1	7570		CST MN - BIN # 170065		Yes	No	No	11/21/2022	143,511.49
AS2		57243	103478	Check	1	1057		HILLYARD		Yes	No	No	11/21/2022	58.95
AS2		57251	103479	Check	1	3679	remit	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	11/21/2022	77.54
AS2		57252	103480	Check	1	4673		INTEGRIPRINT		Yes	No	No	11/21/2022	934.14
AS2		57245	103481	Check	1	1102		JW PEPPER		Yes	No	No	11/21/2022	87.49
AS2		57269	103482	Check	1	8338		KNOWBE4 INC.	C Corporation	Yes	No	No	11/21/2022	6,480.00
AS2		57258	103483	Check	1	7307		KORNEY BOARD AIDS, INC.		Yes	No	No	11/21/2022	326.73
AS2		57262	103484	Check	1	7697		MARISELA V NELSON INTERPRETING		Yes	No	No	11/21/2022	250.00
AS2		57266	103485	Check	1	7857		MCLEOD COMMUNITY SOLAR ONE LLC		Yes	No	No	11/21/2022	1,400.29

Rockford ISD #0883
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
AS2		57267	103486	Check	1	7858		MEEKER COMMUNITY SOLAR ONE LLC		Yes	No	No	11/21/2022	1,750.24
AS2		57248	103487	Check	1	2216		MENARDS INC		Yes	No	No	11/21/2022	245.13
AS2		57242	103488	Check	1	1039		MINNESOTA ELEVATOR, INC		Yes	No	No	11/21/2022	469.42
AS2		57257	103489	Check	1	6913		NEE INVESTMENT 9, LLC		Yes	No	No	11/21/2022	590.57
AS2		57263	103490	Check	1	7752	remit2	REGENTS OF THE UNIVERISTY OF MN		Yes	No	No	11/21/2022	21.00
AS2		57271	103491	Check	1	8494		S/P2	C Corporation	Yes	No	No	11/21/2022	698.00
AS2		57256	103492	Check	1	6082		SAM'S LAWN & LANDSCAPE, INC.		Yes	No	No	11/21/2022	1,620.00
AS2		57244	103493	Check	1	1091		SCHMITT MUSIC CENTER		Yes	No	No	11/21/2022	19.25
AS2		57270	103494	Check	1	8422		SCHOOL BUSINESS MANAGEMENT SE	Ind/Sole Proprietor	Yes	No	No	11/21/2022	13,327.50
AS2		57260	103495	Check	1	7545		TEACHERS ON CALL		Yes	No	No	11/21/2022	8,557.93
AS2		57264	103496	Check	1	7786	REMIT	TERRAFORM PHOENIX II ARCADIA		Yes	No	No	11/21/2022	255.66
AS2		57246	103497	Check	1	1792		THREE RIVERS PARK DISTRICT		Yes	No	No	11/21/2022	1,358.14
AS2		57268	103498	Check	1	8261		TOTAL NETWORX, INC.	S Corporation	Yes	No	No	11/21/2022	2,763.00
AS2		57255	103499	Check	1	5806	remit	UNIVERSAL ATHLETIC, LLC		Yes	No	No	11/21/2022	123.88
AS2		57254	103500	Check	1	5806		UNIVERSAL ATHLETICS SERVICES, INC		Yes	No	No	11/21/2022	180.43
AS2		57247	103501	Check	1	1841		WRIGHT TECHNICAL CENTER		Yes	No	No	11/21/2022	3,570.52
AS2		57279	103502	Check	1	5242		ALL STAR TROPHY & AWARDS INC.		Yes	No	No	11/22/2022	96.00
AS2		57278	103503	Check	1	5137		B & H PHOTO		Yes	No	No	11/22/2022	217.04
AS2		57275	103504	Check	1	1159		BANKWEST-CASH		Yes	No	No	11/22/2022	100.00
AS2		57276	103505	Check	1	1267	remit	MASSP		Yes	No	No	11/22/2022	175.00
AS2		57277	103506	Check	1	4341		NORTH STAR AWARDS & TROPHIES		Yes	No	No	11/22/2022	107.00
AS2		57281	103507	Check	1	8143		SCRIBBLES SOFTWARE	C Corporation	Yes	No	No	11/22/2022	83.30
AS2		57280	103508	Check	1	5806		UNIVERSAL ATHLETICS SERVICES, INC		Yes	No	No	11/22/2022	453.45
AS2		57291	103509	Check	1	2009		EDUCATION MINNESOTA ROCKFORD -		Yes	No	No	11/28/2022	10,116.85
AS2		57292	103510	Check	1	1644		ISD #883 EDUCATION FOUNDATION		Yes	No	No	11/28/2022	561.70
AS2		57293	103511	Check	1	1969		SCHOOL SERVICE EMPLOYEES		Yes	No	No	11/28/2022	1,660.47
AS2		57295	103512	Check	1	8170	remit	US BANCORP GOVN'T LEASING & FINA	C Corporation	Yes	No	No	11/29/2022	7,569.12
AS2		57294	103513	Check	1	1192		VERIZON WIRELESS		Yes	No	No	11/29/2022	489.74
AS2		57296	103514	Check	1	1044		MAWSECO #938		Yes	No	No	11/29/2022	49,202.79
AS2	CREDIT	57297	103515	Check	1	4387		TAHER INC - BIN# 135092		Yes	No	No	11/29/2022	0.00

Bank Total: $1,081,973.32

Report Total: $1,081,973.32

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57122	AS2	1	3370		MN CHILD SUPPORT PI	202305	0883	8203	0.00	323.50
											0883	57123	AS2	1	1938		TRA	202305	0883	8203	0.00	56,384.95
											0883	57124	AS2	1	1937		PUBLIC EMPLOYEES R	202305	0883	8203	0.00	21,515.71
											0883	57125	AS2	1	1962		MINNESOTA DEPT OF I	202305	0883	8203	0.00	18,669.40
											0883	57126	AS2	1	2006		US GOVERNMENT	202305	0883	8203	0.00	109,315.52
											0883	57156	AS2	1	1269		T-MOBILE	202305	0883	8203	0.00	1,260.00
											0883	57157	AS2	1	1006		NORTHWEST SUBURB	202305	0883	8203	0.00	4,422.25
											0883	57159	AS2	1	1016		WRIGHT-HENNEPIN C(	202305	0883	8203	0.00	206.70
											0883	57160	AS2	1	1098		MACGILL & CO	202305	0883	8203	0.00	586.10
											0883	57161	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8203	0.00	420.88
											0883	57161	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8203	0.00	808.63
											0883	57162	AS2	1	1181		CITY OF ROCKFORD	202305	0883	8203	0.00	818.41
											0883	57162	AS2	1	1181		CITY OF ROCKFORD	202305	0883	8203	0.00	10.71
											0883	57162	AS2	1	1181		CITY OF ROCKFORD	202305	0883	8203	0.00	110.31
											0883	57162	AS2	1	1181		CITY OF ROCKFORD	202305	0883	8203	0.00	525.19
											0883	57162	AS2	1	1181		CITY OF ROCKFORD	202305	0883	8203	0.00	86.39
											0883	57163	AS2	1	1379		SHIFFLER	202305	0883	8203	0.00	70.00
											0883	57165	AS2	1	3291	remit/	PEARSON	202305	0883	8203	0.00	499.26
											0883	57166	AS2	1	3539		CENGAGE LEARNING	202305	0883	8203	20,700.35	0.00
											0883	57166	AS2	1	3539		CENGAGE LEARNING	202305	0883	8203	0.00	40,950.00
											0883	57166	AS2	1	3539		CENGAGE LEARNING	202305	0883	8203	15,150.60	0.00
											0883	57167	AS2	1	4335		4 POINT 0 SCHOOL SEI	202305	0883	8203	0.00	86,828.74
											0883	57168	AS2	1	4335		4 POINT 0 SCHOOL SEI	202305	0883	8203	0.00	13,450.13
											0883	57169	AS2	1	4366		REGION 5A SECRETAR	202305	0883	8203	0.00	325.00
											0883	57170	AS2	1	4581		BREAKDOWN SPORTS	202305	0883	8203	0.00	90.00
											0883	57171	AS2	1	5124		DECKER EQUIPMENT/S	202305	0883	8203	0.00	81.45
											0883	57172	AS2	1	5403		MIDWEST SPECIAL INS	202305	0883	8203	0.00	74.00
											0883	57175	AS2	1	6623		ADVANCED IMAGING S	202305	0883	8203	0.00	5,718.00
											0883	57176	AS2	1	6953		TRIAND, INC.	202305	0883	8203	0.00	1,188.00
											0883	57177	AS2	1	7480		CORPORATE MECHAN	202305	0883	8203	0.00	958.87
											0883	57178	AS2	1	7545		TEACHERS ON CALL	202305	0883	8203	0.00	4,164.61
											0883	57179	AS2	1	7697		MARISELA V NELSON II	202305	0883	8203	0.00	40.00
											0883	57179	AS2	1	7697		MARISELA V NELSON II	202305	0883	8203	0.00	80.00
											0883	57179	AS2	1	7697		MARISELA V NELSON II	202305	0883	8203	0.00	30.00
											0883	57180	AS2	1	7779		M & D SPORTS SERVIC	202305	0883	8203	0.00	221.00
											0883	57182	AS2	1	8222		CBIZ INVESTMENT ADV	202305	0883	8203	0.00	6.78
											0883	57183	AS2	1	8391		US OMNI & TSACG CON	202305	0883	8203	0.00	248.20
											0883	57185	AS2	1	8493		NATIONAL BUSINESS E	202305	0883	8203	0.00	79.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57186	AS2	1	8495		MAGNET SCHOOLS OF	202305	0883	8203	0.00	475.00
											0883	57187	AS2	1	1215		XCEL ENERGY	202305	0883	8212	0.00	28,664.64
											0883	57188	AS2	1	7981		AT&T MOBILITY	202305	0883	8212	0.00	38.23
											0883	57189	AS2	1	1014	remit	MASA/MASE	202305	0883	8212	0.00	199.00
											0883	57190	AS2	1	1030		MESPA	202305	0883	8212	0.00	955.00
											0883	57191	AS2	1	1057		HILLYARD	202305	0883	8212	0.00	2,897.17
											0883	57191	AS2	1	1057		HILLYARD	202305	0883	8212	0.00	3,187.81
											0883	57191	AS2	1	1057		HILLYARD	202305	0883	8212	0.00	782.97
											0883	57191	AS2	1	1057		HILLYARD	202305	0883	8212	0.00	37.56
											0883	57192	AS2	1	1091		SCHMITT MUSIC CENT	202305	0883	8212	0.00	138.00
											0883	57193	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8212	0.00	510.93
											0883	57193	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8212	0.00	117.42
											0883	57193	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8212	0.00	6,481.92
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	133.59
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	76.00
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	87.80
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	104.39
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	253.74
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	137.08
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	28.21
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	529.00
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	131.80
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	50.97
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	11,987.94
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	189.34
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	44.41
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	185.94
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	199.06
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	174.98
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	180.25
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	84.95
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	31.98
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	34.19
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	860.81
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	245.21
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	268.39
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	2,269.02
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	103.95

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	180.14
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	49.99
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	22.97
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	389.95
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	129.50
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	482.43
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	8.88
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	20.78
											0883	57197	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	175.00
											0883	57198	AS2	1	1394		MBNA/BUSINESS CARD	202305	0883	8212	0.00	221.46
											0883	57199	AS2	1	1841		WRIGHT TECHNICAL C	202305	0883	8212	0.00	1,110.69
											0883	57199	AS2	1	1841		WRIGHT TECHNICAL C	202305	0883	8212	0.00	2,515.98
											0883	57200	AS2	1	2151	remit	VARITRONICS, LLC	202305	0883	8212	0.00	348.66
											0883	57201	AS2	1	3539		CENGAGE LEARNING	202305	0883	8212	0.00	131.04
											0883	57201	AS2	1	3539		CENGAGE LEARNING	202305	0883	8212	0.00	3,276.00
											0883	57202	AS2	1	3679	remit	INNOVATIVE OFFICE S	202305	0883	8212	0.00	2,093.33
											0883	57203	AS2	1	4535		ROCKFORD/GREENFIE	202305	0883	8212	0.00	15.00
											0883	57204	AS2	1	4697		HUMANEX VENTURES	202305	0883	8212	0.00	6,400.00
											0883	57206	AS2	1	5806	remit	UNIVERSAL ATHLETIC,	202305	0883	8212	0.00	1,190.00
											0883	57207	AS2	1	5992		ECM PUBLISHERS, INC	202305	0883	8212	0.00	148.05
											0883	57207	AS2	1	5992		ECM PUBLISHERS, INC	202305	0883	8212	0.00	82.25
											0883	57207	AS2	1	5992		ECM PUBLISHERS, INC	202305	0883	8212	0.00	460.60
											0883	57208	AS2	1	6481		GRADY'S ACE HARDW/	202305	0883	8212	0.00	776.82
											0883	57210	AS2	1	6623	remit	ADVANCED IMAGING S	202305	0883	8212	0.00	68.00
											0883	57211	AS2	1	7317		AQUALAND AQARIUM (	202305	0883	8212	0.00	300.00
											0883	57212	AS2	1	7545		TEACHERS ON CALL	202305	0883	8212	0.00	1,648.39
											0883	57213	AS2	1	7697		MARISELA V NELSON II	202305	0883	8212	0.00	30.00
											0883	57213	AS2	1	7697		MARISELA V NELSON II	202305	0883	8212	0.00	30.00
											0883	57214	AS2	1	7738	REMI	GRANITE TELECOMMU	202305	0883	8212	0.00	744.71
											0883	57215	AS2	1	7770		MN ASSOC OF SECRET	202305	0883	8212	0.00	40.00
											0883	57216	AS2	1	7878		HERITAGE EMBROIDEF	202305	0883	8212	0.00	3,863.00
											0883	57217	AS2	1	8265	remit	DOMINO'S PIZZA	202305	0883	8212	0.00	51.19
											0883	57218	AS2	1	8399		AMPION PBC	202305	0883	8212	0.00	293.07
											0883	57219	AS2	1	8402		REPUBLIC SERVICES, I	202305	0883	8212	0.00	2,150.76
											0883	57220	AS2	1	3824		HANOVER INSURANCE	202305	0883	8212	0.00	2,876.50
											0883	57220	AS2	1	3824		HANOVER INSURANCE	202305	0883	8212	0.00	31,380.93
											0883	57221	AS2	1	1152		RESOURCE TRAINING	202305	0883	8217	0.00	377.00
											0883	57222	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8217	0.00	2,334.67

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57222	AS2	1	1180		CENTERPOINT ENERG	202305	0883	8217	0.00	1,501.80
											0883	57223	AS2	1	1267	remit	MASSP	202305	0883	8217	0.00	175.00
											0883	57223	AS2	1	1267	remit	MASSP	202305	0883	8217	0.00	175.00
											0883	57223	AS2	1	1267	remit	MASSP	202305	0883	8217	0.00	175.00
											0883	57224	AS2	1	1945		YOUTH FRONTIERS, IN	202305	0883	8217	0.00	2,200.00
											0883	57225	AS2	1	2216		MENARDS INC	202305	0883	8217	0.00	15.37
											0883	57226	AS2	1	4719		TRACTOR SUPPLY CRI	202305	0883	8217	0.00	149.68
											0883	57226	AS2	1	4719		TRACTOR SUPPLY CRI	202305	0883	8217	0.00	53.68
											0883	57227	AS2	1	4763		CMSCA	202305	0883	8217	0.00	50.00
											0883	57227	AS2	1	4763		CMSCA	202305	0883	8217	0.00	50.00
											0883	57227	AS2	1	4763		CMSCA	202305	0883	8217	0.00	50.00
											0883	57228	AS2	1	4937		RUSSELL SECURITY RI	202305	0883	8217	0.00	3,957.00
											0883	57229	AS2	1	5149		TOLL COMPANY	202305	0883	8217	0.00	24.06
											0883	57230	AS2	1	6031		POSTMASTER	202305	0883	8217	0.00	1,246.34
											0883	57231	AS2	1	6356		MITEL NETSOLUTIONS	202305	0883	8217	0.00	4,322.01
											0883	57232	AS2	1	6603		LANO EQUIPMENT -LO	202305	0883	8217	0.00	77.72
											0883	57233	AS2	1	6750		ART OF PROBLEM SOL	202305	0883	8217	0.00	450.00
											0883	57234	AS2	1	6797		CHILDREN'S THEATRE	202305	0883	8217	0.00	969.00
											0883	57235	AS2	1	7295	REM	TOBII DYNAVOX LLC	202305	0883	8217	0.00	99.00
											0883	57237	AS2	1	7545		TEACHERS ON CALL	202305	0883	8217	0.00	5,888.52
											0883	57238	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	80.00
											0883	57238	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	30.00
											0883	57238	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	180.00
											0883	57238	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	160.00
											0883	57239	AS2	1	8342		eREPLACEMENTPARTS	202305	0883	8217	0.00	173.36
											0883	57240	AS2	1	8497		ZEMKE, JASON	202305	0883	8217	0.00	144.00
											0883	57241	AS2	1	8498		SCHMITT MUSIC ANOK	202305	0883	8217	0.00	40.00
											0883	57241	AS2	1	8498		SCHMITT MUSIC ANOK	202305	0883	8217	0.00	50.00
											0883	57241	AS2	1	8498		SCHMITT MUSIC ANOK	202305	0883	8217	0.00	130.00
											0883	57241	AS2	1	8498		SCHMITT MUSIC ANOK	202305	0883	8217	0.00	64.00
											0883	57242	AS2	1	1039		MINNESOTA ELEVATOI	202305	0883	8217	0.00	469.42
											0883	57243	AS2	1	1057		HILLYARD	202305	0883	8217	0.00	58.95
											0883	57244	AS2	1	1091		SCHMITT MUSIC CENT	202305	0883	8217	0.00	19.25
											0883	57245	AS2	1	1102		JW PEPPER	202305	0883	8217	0.00	35.49
											0883	57245	AS2	1	1102		JW PEPPER	202305	0883	8217	0.00	52.00
											0883	57246	AS2	1	1792		THREE RIVERS PARK I	202305	0883	8217	0.00	1,358.14
											0883	57247	AS2	1	1841		WRIGHT TECHNICAL C	202305	0883	8217	0.00	3,570.52
											0883	57248	AS2	1	2216		MENARDS INC	202305	0883	8217	0.00	245.13

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57249	AS2	1	3343	REMI	ACCO BRANDS USA LL	202305	0883	8217	0.00	2,447.00
											0883	57250	AS2	1	3388		AIM ELECTRONICS, INC	202305	0883	8217	0.00	780.00
											0883	57251	AS2	1	3679	remit	INNOVATIVE OFFICE S	202305	0883	8217	0.00	77.54
											0883	57252	AS2	1	4673		INTEGRIPRINT	202305	0883	8217	0.00	846.72
											0883	57253	AS2	1	5507		CITY OF GREENFIELD	202305	0883	8217	0.00	1,134.73
											0883	57253	AS2	1	5507		CITY OF GREENFIELD	202305	0883	8217	0.00	33.00
											0883	57254	AS2	1	5806		UNIVERSAL ATHLETIC	202305	0883	8217	0.00	180.43
											0883	57255	AS2	1	5806	remit	UNIVERSAL ATHLETIC,	202305	0883	8217	0.00	73.90
											0883	57256	AS2	1	6082		SAM'S LAWN & LANDS	202305	0883	8217	0.00	1,620.00
											0883	57257	AS2	1	6913		NEE INVESTMENT 9, LL	202305	0883	8217	0.00	340.26
											0883	57257	AS2	1	6913		NEE INVESTMENT 9, LL	202305	0883	8217	0.00	250.31
											0883	57258	AS2	1	7307		KORNEY BOARD AIDS,	202305	0883	8217	0.00	326.73
											0883	57259	AS2	1	7480		CORPORATE MECHAN	202305	0883	8217	0.00	1,838.00
											0883	57259	AS2	1	7480		CORPORATE MECHAN	202305	0883	8217	0.00	6,492.00
											0883	57260	AS2	1	7545		TEACHERS ON CALL	202305	0883	8217	0.00	3,778.76
											0883	57260	AS2	1	7545		TEACHERS ON CALL	202305	0883	8217	0.00	4,480.61
											0883	57261	AS2	1	7570		CST MN - BIN # 170065	202305	0883	8217	0.00	143,511.49
											0883	57262	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	40.00
											0883	57262	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	40.00
											0883	57262	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	30.00
											0883	57262	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	70.00
											0883	57262	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	70.00
											0883	57264	AS2	1	7786	REMI	TERRAFORM PHOENIX	202305	0883	8217	0.00	255.66
											0883	57265	AS2	1	7793		BURSCHVILLE CONSTF	202305	0883	8217	0.00	22,765.00
											0883	57266	AS2	1	7857		MCLEOD COMMUNITY	202305	0883	8217	0.00	1,400.29
											0883	57267	AS2	1	7858		MEEKER COMMUNITY	202305	0883	8217	0.00	1,750.24
											0883	57268	AS2	1	8261		TOTAL NETWORX, INC	202305	0883	8217	0.00	2,763.00
											0883	57269	AS2	1	8338		KNOWBE4 INC.	202305	0883	8217	0.00	3,510.00
											0883	57269	AS2	1	8338		KNOWBE4 INC.	202305	0883	8217	0.00	2,970.00
											0883	57270	AS2	1	8422		SCHOOL BUSINESS MA	202305	0883	8217	0.00	615.00
											0883	57270	AS2	1	8422		SCHOOL BUSINESS MA	202305	0883	8217	0.00	12,712.50
											0883	57271	AS2	1	8494		S/P2	202305	0883	8217	0.00	698.00
											0883	57272	AS2	1	1962		MINNESOTA DEPT OF F	202305	0883	8255	0.00	528.82
											0883	57273	AS2	1	2006		US GOVERNMENT	202305	0883	8255	0.00	2,673.01
											0883	57274	AS2	1	1937		PUBLIC EMPLOYEES R	202305	0883	8255	0.00	1,275.94
											0883	57275	AS2	1	1159		BANKWEST-CASH	202305	0883	8255	0.00	100.00
											0883	57276	AS2	1	1267	remit	MASSP	202305	0883	8255	0.00	175.00
											0883	57278	AS2	1	5137		B & H PHOTO	202305	0883	8255	0.00	217.04

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57280	AS2	1	5806		UNIVERSAL ATHLETIC	202305	0883	8255	0.00	453.45
											0883	57281	AS2	1	8143		SCRIBBLES SOFTWAR	202305	0883	8255	0.00	83.30
										P305P2	0883	57282	AS2	1	4050		AFLAC	202305	0883	8255	0.00	210.16
										P305P2	0883	57282	AS2	1	4050		AFLAC	202305	0883	8255	0.00	210.16
										P305P2	0883	57283	AS2	1	2006		US GOVERNMENT	202305	0883	8255	0.00	115,758.86
										P305P2	0883	57284	AS2	1	1962		MINNESOTA DEPT OF I	202305	0883	8255	0.00	19,375.97
										P305P2	0883	57285	AS2	1	3370		MN CHILD SUPPORT PI	202305	0883	8255	0.00	323.50
										P305P2	0883	57286	AS2	1	1938		TRA	202305	0883	8255	0.00	60,355.96
										P305P2	0883	57287	AS2	1	5459		LEGAL SHIELD	202305	0883	8255	0.00	80.56
										P305P2	0883	57287	AS2	1	5459		LEGAL SHIELD	202305	0883	8255	0.00	86.89
										P305P2	0883	57288	AS2	1	1937		PUBLIC EMPLOYEES R	202305	0883	8255	0.00	20,293.45
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	3,759.65
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	4,891.14
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	3,759.65
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	3,224.50
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	7,584.91
										P305P2	0883	57289	AS2	1	7649		TSA CONSULTING GRC	202305	0883	8255	0.00	7,584.91
											0883	57290	AS2	1	2470		MSRS	202305	0883	8255	0.00	7,002.22
											0883	57290	AS2	1	2470		MSRS	202305	0883	8255	0.00	7,002.22
											0883	57291	AS2	1	2009		EDUCATION MINNESO	202305	0883	8255	0.00	5,497.01
											0883	57291	AS2	1	2009		EDUCATION MINNESO	202305	0883	8255	0.00	4,619.84
											0883	57292	AS2	1	1644		ISD #883 EDUCATION F	202305	0883	8255	0.00	280.85
											0883	57292	AS2	1	1644		ISD #883 EDUCATION F	202305	0883	8255	0.00	280.85
											0883	57293	AS2	1	1969		SCHOOL SERVICE EMF	202305	0883	8255	0.00	822.18
											0883	57293	AS2	1	1969		SCHOOL SERVICE EMF	202305	0883	8255	0.00	838.29
											0883	57294	AS2	1	1192		VERIZON WIRELESS	202305	0883	8255	0.00	389.80
											0883	57295	AS2	1	8170	remit	US BANCORP GOVN'T I	202305	0883	8255	0.00	7,569.12
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	32,074.38
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	30,938.13
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	11,359.05
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	25,579.95
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	27,774.00
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	201,077.96	0.00
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	16,091.43
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	9,341.22
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	25,962.34
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	57,334.40
											0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	6,983.19

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000				F	Cash & Cash Equiv		0883	57296	AS2	1	1044		MAWSECO #938	202305	0883	8255	0.00	6,842.66
																	Account Total:				$236,928.91	$1,283,844.65
0883	B	02	101	000				F	Cash & Cash Equiv	CREDIT	0883	57297	AS2	1	4387		TAHER INC - BIN# 1350	202305	0883	8247	26,109.52	0.00
										CREDIT	0883	57297	AS2	1	4387		TAHER INC - BIN# 1350	202305	0883	8247	0.00	26,109.52
																	Account Total:				$26,109.52	$26,109.52
0883	B	04	101	000				F	Cash & Cash Equiv		0883	57158	AS2	1	1007		CMERDC	202305	0883	8203	0.00	11.96
											0883	57158	AS2	1	1007		CMERDC	202305	0883	8203	0.00	17.94
											0883	57164	AS2	1	1471		MCEA	202305	0883	8203	0.00	279.00
											0883	57164	AS2	1	1471		MCEA	202305	0883	8203	0.00	399.00
											0883	57167	AS2	1	4335		4 POINT 0 SCHOOL SEI	202305	0883	8203	0.00	1,989.60
											0883	57173	AS2	1	6029		KIDZART	202305	0883	8203	0.00	120.00
											0883	57174	AS2	1	6377		DISH	202305	0883	8203	0.00	114.06
											0883	57178	AS2	1	7545		TEACHERS ON CALL	202305	0883	8203	0.00	104.63
											0883	57181	AS2	1	8086		RECDESK LLC	202305	0883	8203	0.00	4,600.00
											0883	57184	AS2	1	8439		COMMON THREAD CU	202305	0883	8203	0.00	445.55
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	99.25
											0883	57194	AS2	1	1200		CUB FOODS	202305	0883	8212	0.00	74.28
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	106.41
											0883	57238	AS2	1	7697		MARISELA V NELSON II	202305	0883	8217	0.00	30.00
											0883	57252	AS2	1	4673		INTEGRIPRINT	202305	0883	8217	0.00	87.42
											0883	57260	AS2	1	7545		TEACHERS ON CALL	202305	0883	8217	0.00	298.56
											0883	57294	AS2	1	1192		VERIZON WIRELESS	202305	0883	8255	0.00	99.94
																	Account Total:				$0.00	$8,877.60
0883	B	06	101	000				F	Cash & Cash Equiv		0883	57205	AS2	1	5165		ICS CONSULTING, INC	202305	0883	8212	0.00	13,468.92
																	Account Total:				$0.00	$13,468.92
0883	B	21	101	000				F	Cash & Cash Equiv		0883	57168	AS2	1	4335		4 POINT 0 SCHOOL SEI	202305	0883	8203	0.00	4,985.85
											0883	57195	AS2	1	1349		SPORT DECALS	202305	0883	8212	0.00	127.50
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	239.92
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	280.00
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	69.82
											0883	57196	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	40.00
											0883	57198	AS2	1	1394		MBNA/BUSINESS CARI	202305	0883	8212	0.00	2,244.00
											0883	57209	AS2	1	6561	remit	TROPHIES PLUS, INC.	202305	0883	8212	0.00	79.99
											0883	57236	AS2	1	7420		CF-ADVERTISING	202305	0883	8217	0.00	4,370.00
											0883	57255	AS2	1	5806	remit	UNIVERSAL ATHLETIC,	202305	0883	8217	0.00	49.98
											0883	57263	AS2	1	7752	remit	REGENTS OF THE UNI	202305	0883	8217	0.00	21.00

Rockford ISD #0883
Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	21	101	000				F	Cash & Cash Equiv		0883	57277	AS2	1	4341		NORTH STAR AWARDS	202305	0883	8255	0.00	107.00
											0883	57279	AS2	1	5242		ALL STAR TROPHY & A	202305	0883	8255	0.00	96.00
																		Account Total:			$0.00	$12,711.06
																		Report Total:			$263,038.43	$1,345,011.75

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Open Enrollments

Meeting Date: December 19, 2022

Prepared by: Business Office

Date Prepared: December 13, 2022

☐ Information ☐ Briefing ☒ Action ☐ Enclosure Item(s)

Resident Students Attending Other Schools

Grade	Non-Resident District	Number	Date Effective	Address Change/New Enrollment
K	Buffalo-Hanover-Montrose	877	11/22/2022	attends daycare in Hanover
2	Buffalo-Hanover-Montrose	877	10/11/2022	family move, wanted to stay enrolled in Hanover
5	Buffalo-Hanover-Montrose	877	10/11/2022	family move, wanted to stay enrolled in Hanover

Non-Resident Students Attending Rockford

Grade	Resident District	Number	Date Effective	Address Change/New Enrollment
EC	Delano	879	11/8/2022	began SPED services in Rockford; older siblings attend Rockford
6	Osseo	279	12/2/2022	New enrollment; better education opportunity
11	Howard Lake-Waverly-Winsted	2687	12/2/2022	New enrollment; better education opportunity

Note : Non-resident agreements will not be signed for families requesting a release from our school district. The students listed above are covered under MN Statute 124D.03, thus meeting the legal requirements for open enrollment.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Celebration – Choral Presentation

Meeting Date: December 19, 2022

Prepared by: Megan Larson, RAS Choir Director

Date Prepared: December 13, 2022

X	Information		Briefing		Action		Enclosure Item(s)

Megan Larson, RAS Choir Director having choir students perform.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: NAPAC Statement of Concurrence / Non-Concurrence for the 2021-22 School Year

Meeting Date: December 19, 2022

Prepared by: Robert Danneker, Director of Teaching & Learning

Date Prepared: December 14, 2022

X	Information		Briefing		Action		Enclosure Item(s)

Robert Danneker, Director of Teaching & Learning and district designee to our local Native American Parent Advisory Committee (NAPAC), will introduce Elizabeth Blackhawk, local NAPAC chairperson. Ms. Blackhawk will share with the Board the NAPAC decision regarding concurrence for the 2021-22 school year.

Annually, local NAPAC committees are required to formally vote regarding whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

There is no formal action required of the Board at this time. If the finding is of concurrence, the Board chair will sign a statement (along with the Superintendent and NAPAC chair). If the finding is of non-concurrence, the Board would have 60 days to issues a written response to the NAPAC committee's concerns.

Our local NAPAC committee will be conducting their vote on December 19, 2022 during their monthly meeting, so an indication of concurrence or non-concurrence is not available ahead of the Board meeting.

Please note: Our local NAPAC committee will be moving this process up in the calendar for the 2022-23 school year. We will be back in front of the Board in February 2023 for this year's statement of concurrence.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Superintendent Search Update

Meeting Date: December 19, 2022

Prepared by: Committee at Large

Date Prepared: December 13, 2022

☐	Information	☐	Briefing	☒	Action	☐	Enclosure Item(s)

The Committee at Large will present an update on the Superintendent search and make a recommendation to move forward with School Exec Connect

SCHOOL EXEC CONNECT

805 West Lake Street, #301
Oak Park, Illinois 60301

Tel 312.780.1462
Fax 312.277.1081

www.SchoolExecConnect.com

Rockford Area Schools

SEARCH PROPOSAL

SUPERINTENDENT

Rockford, MN
November 28, 2022

SCHOOL EXEC CONNECT

November 28, 2022

Mr. Eric Gordee, Board Member

Dear Mr. Gordee and Members of the School Board:

Thank you for the opportunity to present an overview of **SCHOOL EXEC CONNECT** and the services we can provide for your superintendent search. Our firm prides itself on delivering a quality search process that will result in a great leader for Rockford Area Schools.

- **SCHOOL EXEC CONNECT**, founded in 2004, is in its eighteenth year. Our diverse firm is comprised of more than 60 men and women who have been leaders in quality school districts throughout the country. We have an unusually high degree of success, which we attribute to the quality of our associates, the excellence of our protocols, and our ability to find the best educational leaders who match the needs of our clients.

We define our success by the longevity of the leaders we place, our repeat services to client districts, and the positive and long-lasting relationships we establish with the boards with whom we work. We will understand your strengths and needs through conversations with the members of the Board, staff, and your entire constituency. Our recruitment and interview process aligned to this understanding will result in well-vetted, highly qualified candidates from which to make your selection of a new superintendent.

Thank you for considering our proposal for your superintendent search. We would enjoy working with you to achieve the mutual goal of finding outstanding leadership for the students at the Rockford Area Schools.

Sincerely,
Kevin O'Mara Ed.D, President
SCHOOL EXEC CONNECT

kevin.omara@schoolexecconnect.com
708.516.0793

www.SchoolExecConnect.com
805 West Lake Street, #301
Oak Park, Illinois 60301
Tel 312.780.1462
Fax 312.277.1081

Executive Summary

CONSULTANTS

Dr. Kenneth Dragseth, Senior Partner
ken.dragseth@schoolexecconnect.com | 952-210-2790
Dr. David Clough, Partner
david.clough@schoolexecconnect.com | 847-644-5556
Mr. Bob Ostlund, Partner
bob.ostlund@schoolexecconnect.com | 612-308-8997

PROPOSED TIMELINE

- **Phase A:** Opening the Search (December 2022)
- **Phase B:** Creating the New Superintendent Profile (December 2022-January 2023)
- **Phase C:** Developing the Candidate Pool (January-February 2023)
- **Phase D:** Selecting the Candidates (February 2023)

COSTS

- **Consulting Fee:** $13,500
- **Expenses not to exceed:** $1,800

OUR GUARANTEES

01

In the event that the first slate of candidates does not include a superintendent the Board wishes to hire, the Consultants will continue to bring candidates forward for actual expenses only until the Board has found a superintendent to whom they wish to offer a contract. No additional consulting fees will be charged.

02

If the Superintendent leaves for any reason within twenty-four months of the starting date, the Consultants will conduct a new search for no additional Consulting Fee. The Board will pay only the actual expenses of the search as listed above under Expenses.

03

SCHOOL EXEC CONNECT guarantees that our consultants will not recruit your new Superintendent for the duration of his/her first two contracts.

Management Summary

Our understanding of the search services required and an overview of how **SCHOOL EXEC CONNECT** will provide these services:

- Mutually planning and tailoring your search process and timelines with the Board
- Working closely with your District staff members who assist the Board
- Preparing and providing written materials needed for the search process
- Assisting the Board in establishing criteria for a New Superintendent Profile including desired qualifications and leadership attributes
- Accepting applications on the **SCHOOL EXEC CONNECT** website with links to your District's website
- Using our national network to recruit candidates meeting the qualifications established by your Board
- Presenting a slate of qualified and well-vetted candidates to the Board
- Preparing the Board for first and second interviews
- Facilitating Board interviews at the Board's request
- Preparing Interview Committees for interviews
- Assisting the Board with contract negotiation and compensation recommendations
- Communicating diligently with the Board and staff throughout the search
- Assisting with news releases announcing the new Superintendent

Why is SCHOOL EXEC CONNECT so successful?

We are one of the leading private search firms because we give school districts the personalized and individualized services each search deserves. Our firm is diverse, comprised of consultants who are knowledgeable and work closely together. We are large enough to have a robust network, but are small enough to give your District the focus and attention your search needs.

Company Profile

SCHOOL EXEC CONNECT'S HISTORY

SCHOOL EXEC CONNECT is a two-proprietor corporation founded in 2004 in Highland Park, Illinois. The corporation has never operated under another name and has been in continuous operation. Since its inception, **SCHOOL EXEC CONNECT** has become one of the leading educational search firms in the Midwest with 60+ consultants, more than 500 searches completed throughout the United States, and a 97% placement success rate.

SCHOOL EXEC CONNECT specializes only in executive searches for school districts, private schools, charter schools, and consortium schools.

DR. KEVIN O'MARA, PRESIDENT, SCHOOL EXEC CONNECT,

is the retired Superintendent of Argo (IL) Public Schools and currently serves as Adjunct Professor in the Department of Leadership at Concordia University Chicago. Dr. O'Mara has led more than 50 searches in the United States.

FINANCIAL

SCHOOL EXEC CONNECT has had a steady record of profit since its inception in 2004. We have never filed for bankruptcy, been sued, or involved in any litigation with a client, school district, consultant, or candidate, had any search terminated, nor been refused payment.

SCHOOL EXEC CONNECT'S BACKGROUND AND QUALIFICATIONS

- School Exec Connect has two senior Partners, twelve Partners, seven Senior Associates, and forty-one Associates working out of eight states.
- Partners, Senior Associates, and Associates working for our firm include retired superintendents, sitting superintendents, college professors, human resource directors, special education superintendents, and regional superintendents.
- Since 2004, we have successfully completed more than 500 superintendent searches for educational institutions.
- Our entire team of 60+ consultants works closely together, supporting each search to find qualified candidates from across the country that match each District's needs.
- A hallmark of **SCHOOL EXEC CONNECT** is our Annual Training Conference, where we train new associates, review our past year, improve our practices, and get to know each other better to assure ongoing support and communication for our work together.
- We stay informed on legislative changes that affect school districts.
- All searches conducted by **SCHOOL EXEC CONNECT** have been completed on time and within budget.
- Our survey gives substantive information to School Boards about the various stakeholders' thinking. Given a large enough response, we can even report various subgroups' reactions to a variety of topics important to your District. This survey is offered in multiple languages at the Board's request.
- We have never been sued or refused any portion of payment by a district; nor have we ever had a search terminated.
- We provide complete written materials to support the needs of the District staff when preparing materials for the various search processes.
- We provide exceptional training and written materials for Boards and constituents who are involved in candidate interviews.
- The thoroughness of our community engagement gives a Board valuable information throughout the process while leaving the search decisions in the hands of the Board.
- Our record of success is outstanding. More than 97% of our superintendent placements have been in good standing with their Boards after the first contract.

Company Personnel

The consultants who will assist you with your search:

Dr. Kenneth Dragseth, Senior Partner | ken.dragseth@schoolexecconnect.com | 952-210-2790

Dr. Ken Dragseth would serve as the lead consultant with the Board and District designee. He is the retired Superintendent of the Edina Public Schools and recently retired Director of Administrative Licensure at the University of Minnesota. Dr. Dragseth has led over 65 successful searches in Minnesota and in the Midwest and co-owned the company School Exec Connect until recently. He has extensive connections in Minnesota and nationally based on his work experiences as well as he leadership roles in various educational organizations. He was National Superintendent of the Year and Minnesota Superintendent of the Year among his numerous awards and honors. He has been a consultant and presenter nationwide on a variety of educational issues including Board and Superintendent relationships, district leadership training and achieving academic excellence in schools. As Superintendent he was the first in the nation to alter school start times for high school students due to the research on adolescent sleep patterns and needs. He led a district that is recognized for excellence and high performing students. He has been a Principal, Director of Curriculum and Instruction and Assistant Superintendent. He received his B.A. from Gustavus Adolphus College and his M.A. and Ph.D. from the University of Minnesota.

Dr. David Clough, Partner | david.clough@schoolexecconnect.com | 847-644-5556

Dr. Clough is the retired superintendent of Community High School District 128, Vernon Hills, IL. He has served as superintendent in Chaska, MN, as well as being a high school principal and deputy superintendent. He has been active both in professional and community organizations serving as President of the Mid-American Association of School Superintendents and the Superintendent's Roundtable of Northern Illinois. Having led or participated in over 50 searches he is a respected and sought after support for others in our firm.

Mr. Robert Ostlund, Partner | bob.ostlund@schoolexecconnect.com | 612-308-8997

Mr. Robert Ostlund retired as Superintendent of the Wayzata MN Public Schools in 2008. He served MN schools as a chemistry and biology teacher, principal, assistant superintendent, headmaster, or Superintendent for a total of 42 years. Before serving as Superintendent of the Wayzata schools, he served for many years as Superintendent of the Shakopee MN Public Schools, as Interim Superintendent of the North St. Paul/Maplewood/ Oakwood MN School District, and as Interim Headmaster at St. Thomas Academy in Mendota Heights, MN. Mr. Ostlund was selected as the Twin City metro area Administrator of the Year. He also served as the President of the Minnesota Association of School Administrators. Mr. Ostlund earned his Master of Science degree from the University of Virginia and completed his administrative licensure requirements at the University of Minnesota. He has participated in or led over 50 searches.

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Complete resumes of the consultants will be sent upon request.

Reference Districts

ROCKFORD AREA SCHOOLS
Search Year: 2019-20
1,6400 students
Rockford, MN
Eric Gordee, Board Member
612-251-1557
rsbgordee@rockford.k12.mn.us

EDINA PUBLIC SCHOOLS
Search Year: 2021-22
8,500 students
Edina, MN
Erica Allenburg, Chair
952-847-3612
erica.allenburg@edunaschools.org

WATERTOWN-MAYER PUBLIC SCHOOLS
Search Year: 2014-15
1,500 students
Watertown, MN
Jennifer Janicula, Board Chair
jjanicula@wm.k12.mn.us

DASSEL-COKATO SCHOOL DISTRICT
Search Year: 2020-21
2,100 students
Cokato, MN
Bill Aho, Board Chair
bill.aho.dc.k12.mn.us

HUTCHINSON SCHOOLS ISD 423
Search Year: 2021-22
2,627 students
Hutchinson, MN
TIffany Barnard Board Chair
tiffany.barnard@isd423.org

SARTELL-ST. STEPHENS SD 748
Search Years: 2013-14 and 2020-21
4,200 students
Sartell, MN
Jason Nies, Chair
612-695-0782

EASTERN CARVER COUNTY SCHOOL DISTRICT 112
Search Year: 2016-17 & 2019-20
9,620 students
Chaska, MN
Dr. Jeffrey Ross
763-458-8801
ross.jeffrey@district112.org

ROBBINSDALE AREA SCHOOL DISTRICT 281
Search Year: 2015-16 & 2020-21
12,000 students
New Hope, MN
David Boone, Chair
david.boone@rdale.org

BRAINERD PUBLIC SCHOOLS
Search Years: 2013-14 and 2015-16
6,800 students
Brainerd, MN
Ruth Nelson, Board Chair
ruth.nelson@isd181.org

Proposed Search Plan

PHASE A: Opening the Search *(December 2022)*

- The search process begins with the signing of the Letter of Agreement.
- An initial Planning Meeting is held with the Board to establish the scope and timeline of services.

PHASE B: Creating the New Superintendent Profile *(December 2022-January 2023)*

- Board members are interviewed to understand the qualities, skills, and experiences they seek in a new superintendent.
- Focus Groups are held with selected groups approved by the Board.
- A District-wide On-line Survey, tailored for your District, is designed to allow staff and community members to give input to the search process. This is available in multiple languages.

PHASE C: Developing the Candidate Pool *(January-February 2023)*

- The search process and calendar are posted on your District's website.
- The vacancy is advertised nationally and statewide and posted on the **SCHOOL EXEC CONNECT** website.
- The Consultants accept applications and recruit candidates who match your District's New Superintendent Profile.
- The Consultants screen and interview selected candidates face-to-face using The New Superintendent Profile.
- Internal candidates follow the same process as external candidates.
- References and Internet checks are conducted on potential candidates.
- Highly qualified candidates (typically five to seven) are presented to the Board and the Board decides whom to interview.

PHASE D: Selecting the Candidates *(February 2023)*

- The Consultants hold a Board Interviewing Workshop prior to the first interviews.
- The Consultants facilitate Board interviews of the slate of candidates and the Board narrows the field to three semi-finalists.
- Interview Committee(s) comprised of staff, parents and community members interview the semifinalists in a structured process and each member writes individual feedback.
- The Board may have the semi-final candidates give a short Formal Presentation to observe the candidates' presentation skills.
- The Board conducts a second set of interviews using feedback from the Interview Committees in a formal and informal setting.
- The Board negotiates and takes action on the new Superintendent's contract.

Proposed Search Plan

Methods to communicate with the School Board

We have found the best method to communicate with a School Board is through a Board Liaison and District Staff Liaison. We use phone, email, scanning and texting. However, we will communicate in the way best for all Board members in your District. Our consultants are available to meet with the Board in person as often as requested. During the search, we provide updates and formal reports as needed and present the Slate of Candidates. We will recommend that the Search Process, Search Timeline, and original Profile Report be displayed on your District's website for all constituents, staff members, Board members and candidates to see.

Timelines, pre-qualifications, and final recommendation processes

Our suggested timeline is listed with a detailed search description. We find that bringing a slate of five (5) to seven (7) pre-qualified candidates to the Board works the best. We then provide training for the Board to interview and reduce the slate to three (3) finalists in first interviews. We also recommend interview committees to make non-ranked, individual recommendations to the Board before their final candidate interviews. The Consultants will facilitate these interviews.

Our role in assisting the Board with candidate selection

We will provide the Board with detailed written interview guidelines, including questions for the candidates. We will provide training for the Board in interviewing techniques. We provide all written materials for the Interview Committees and may facilitate the interviews.

Recommendations for community participation

We recommend that the Board involve both citizens and staff meet the final candidates during the final interview stage and offer feedback to the Board of Education,

Information needed from Board and staff

In every search, there are specific duties and actions that can be performed only by District Board and staff liaisons. We recommend one designated Board member as the liaison for the overall communication purposes of the search and one staff member assigned to the search for logistical purposes.

Designated staff member(s) will be asked to do the following tasks:

- Send the survey link to community and post on District website
- Provide logistical support for Focus Groups
- Duplicate copy ready materials for the interview committees
- Oversee arrangements for the interview places and equipment needed for them
- Assist in making dinner arrangements for the Board and the finalist candidates. (Optional)
- Duplicate the Committee feedback for each board member after the finalist interviews.
- Assist the Board liaison and Consultants as search issues arise

Methods to identify and recruit candidates

To identify prospective candidates, we use a variety of methods. The most efficient way is through our Colleague Network. We have 60 consultants in **SCHOOL EXEC CONNECT** who work very closely together to identify candidates. Our national network has been effective in identifying candidates from out-of-state. We will use regional and state venues to advertise the position and will work with your Board to design your complete advertising approach for the position. Because candidates know and trust our firm, they will check our website and your District's website for information about your position.

Superintendent Search Work/Task Plan

BOARD | JOINT | CONSULTANT

1 PLANNING MEETING
- Timeline, process, advertising

2 COMMUNITY ENGAGEMENT
- Focus groups
- On-line survey
- New superintendent profile

3 BOARD APPROVAL
- New superintendent profile

4 CANDIDATE SEARCH
- Advertise
- Network & recruit prospects
- Interview selected applicants

5 BOARD WORKSHOP
- Interview Strategies

6 BOARD FIRST INTERVIEWS
- Five to six candidates
- Select three to move forward

7 FINAL PREPARATIONS
- Prepare committee(s) for interviews
- Salary research

8 BOARD SECOND INTERVIEWS
- Candidate presentations
- Committee feedback
- Board dinner/final interview
- Final candidate selected

9 FINAL DECISION
- Background check
- Contract offer

10 NAME THE SUPERINTENDENT
- Board action
- News release
- Introduction to community

11 CLOSE SEARCH
- Inform all candidates of Board's decision
- Assist Board if needed

12 NEW SUPERINTENDENT BEGINS DUTIES

Consulting Fee

The consulting fee for your search will be $13,500. It is inclusive, and no hourly fees will be charged in addition. The consulting fee may be reduced and negotiated if the level of search services is reduced.

EXPENSES:

Regular expenses will not exceed $1,800. These include, but are not limited to, copying, secretarial support, consultant travel expense, supplies, and interview costs.

ADVERTISING:

Advertising costs are determined and paid by the District. Options include:

- Posting on district website with link to **SCHOOL EXEC CONNECT** website
- Print and online advertising in Education Week and the Minnesota School Boards Association
- LinkedIn targeted posting/promotion
- Connections to the American Association of School Administrators (AASA) and MASA websites
- Posting on the **SCHOOL EXEC CONNECT** website
- E-mail blasts to selected superintendents and contacts throughout the country

OTHER EXPENSE INFORMATION:

- **SCHOOL EXEC CONNECT** will invoice your District twice. First, after signing the Letter of Agreement and, second, upon the Board's approval of your new Superintendent's contract.
- After the candidate pool has been presented to the Board, the District incurs the costs of the search. This may include mileage, meals, lodging, etc.
- It is recommended that the finalist undergoes a criminal background check before a contract is signed; this option is a $750 expense.

Our Guarantees

GUARANTEE #01

In the event that the first slate of candidates does not include a superintendent the Board wishes to hire, the Consultants will continue to bring candidates forward for actual expenses only until the Board has found a superintendent to whom they wish to offer a contract. No additional consulting fees will be charged.

GUARANTEE #02

If the Superintendent leaves for any reason within twenty-four months of the starting date, the Consultants will conduct a new search for no additional Consulting Fee. The Board will pay only the actual expenses of the search as listed above under Expenses.

GUARANTEE #03

SCHOOL EXEC CONNECT guarantees that our consultants will not recruit your new Superintendent for the duration of his/her first two contracts.

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Policy Updates – Second Reading

Meeting Date: December 19, 2022

Prepared by: Superintendent's Office

Date Prepared: December 13, 2022

X	Information		Briefing	X	Action		Enclosure Item(s)

Below is a summary of the changes of several policies. Some of the updates restore consistency in policy references and ensure that each reference reflects current federal and minnesota statutory titles. This is a **second reading** of the following policies:

104	School District Mission Statement	Delete rules citation
213	School Board Committees	Update standing Committees
404	Employment Background Checks	Update Legal References
420	Sexually Transmitted Infections	Update Legal References
506	Student Discipline	Update references and language
508	ESY for Certain Students	Update Legal References
509	Enrollment of Nonresident Student	Update Legal References and text
517	Student Recruiting	Remove Service Manual
522	Title IX Sex Nondiscrimination	Update references
525	Violence Prevention	Update Legal References
527	Student Use and Parking	Update Legal References
528	Student Parental and Family	Update references
529	Staff Notification	Update references
532	Use of Peace Officers	Update Legal References
533	Wellness	Update references
601	School District Curriculum	Update Legal References and text
602	Organization of School Calendar	Update Legal References and text
613	Graduation Requirements	Removes outdated language
618	Student Achievement	Update Legal References
619	Staff Development	Update Legal References
620	Credit for Learning	Update Legal References
624	Online Learning Options	Update Legal References
722	Public Data Requests	Include all legal definitions and add statutory language

Adopted: 11/4/99 *Orig. 1997*
Reviewed: 2004
Revised: 06/16/08, 12/20/21, 11/21/2022

104 SCHOOL DISTRICT MISSION STATEMENT

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

Mission: *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

IV. REVIEW

The school board will review the school district's mission every two years, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)
~~Minn. Rule Parts 3501.0010-3501.0180~~
~~Minn. Rule Parts 3501.0200-3501.0270~~

Cross References:

Adopted: 9/18/00 *Orig. 1996*
Reviewed: 2007
Revised: 06/16/08, 11/21/2022

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.

C. A school board committee or subcommittee will be formed by school board resolution, which shall outline the duties and purpose of the committee or subcommittee.

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes, as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

A. The school board hereby appoints the following standing committees:

1. ~~Audit~~ Finance

2. ~~Personnel~~ Policy

3. Building and Grounds

4. Negotiations Committee(s) for various employee groups

B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.

D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.

E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA Model Policy 201 (Legal Status of the School Board)
MSBA Model Policy 203 (Operation of the School Board - Governing Rules)
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Adopted: 11/20/00 *Orig. 1995*
Reviewed: 2009
Revised: 07/23/18, 11/21/2022

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, volunteers or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving

criminal history data as defined in ~~Minn. Stat. §~~ Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Minnesota C~~c~~ommissioner of E~~e~~ducation within the 12 months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state~~,~~ or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude

the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data ~~Inaccurate or Incomplete Data~~)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice ~~History~~ Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

Adopted: 4/16/01 Orig. 1995
Reviewed: 2015
Revised: 06/20/16,11/21/2022

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case-by-case

basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties) and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school NURSE, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish

legitimate educational goals and to comply with employees' right to know requirements.

2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Minnesota Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with ~~Minn. Stat. §~~ Minnesota Statutes section 121A.23 ~~which~~ that includes:

1. planning materials, guidelines, and other technically accurate and updated information;

2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;

3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;

5. involvement of parents and other community members;

6. in-service training for district staff and school board members;

7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;

8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and

9. participation by state and local student organizations.

10. The program must be consistent with the health and wellness curriculum.

11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section

from public and private sources including public health funds and foundations, department professional development funds, federal block grants or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References:
Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases~~Health-Related Programs~~)
~~Minn. Stat. Ch. 363A (Minnesota Human Rights Act)~~
Minn. Stat. § 144.441-~~442~~ (Tuberculosis Screening in Schools)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (~~Occupational Exposure to~~ Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892~~, 110 S.Ct. 239~~ (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273~~, 107 S.Ct. 1123~~ (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: 12/19/05 *Orig. 1995*
Reviewed: 2019, 2022
Revised: 02/19/20, 9/20/2021, 11/21/2022

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. §§~~ Minnesota Statutes sections 121A.40-121A.56.

In view of the foregoing and in accordance with ~~Minn. Stat. §~~ Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising 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 and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged

and fulfilled.

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;

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 unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment, Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to

another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not

limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous or pornographic materials;

29. Violation of the school district' Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that ~~is~~ are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

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, principal, counselor or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article,

object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by

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

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

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

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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

C. Responsibility for and custody of a student removed from class. *Student is to go to a designated area as determined by the building principal or designee when removed from the classroom. Students may arrive to the designated room on their own or with staff escort. The student is to work on assigned work while in in-school suspension. Teachers are expected to send work for the student while in in-school suspension. After removal from class, the supervising staff member at that assigned time has control and responsibility for student*.

D. Procedures for return of a student to a class from which the student was removed. *To return to a class from which a student was removed, student must have at a minimum a meeting*

with the principal or designee, but may also include a meeting with parent, teacher and student, and principal or designee. A student must have a written referral, phone call home and a meeting with the principal and/or designee to return to class. A contract for readmission may also be required.

E. Procedures for Notification. *To notify students and parents/guardians of violations of the rules of conduct and resulting disciplinary action, the teacher and/or principal or designee will contact home.*

Actions or approvals required, such as notes, conferences, readmission plans, will be determined by teacher and principal and/or designee.

F. Disabled Students; Special Provisions.

1. *If there is a need for further assessment, interventions with parents, teachers, counselors, administrators, student concern's meeting will be documented;*

2. *Depending on length of removal from class, Individual Education Plan (IEP) review may be initiated by student's case manager. IEP review is required if removal exceeds five (5) consecutive days or ten (10) days cumulative.*

3. *If there is a need for a student referral for further special education services, interventions with parents, teachers, counselors, administrators, student concern's meeting will be documented;*

G. Procedures for detecting and addressing chemical abuse problems of students while on School Premises. *Student will be referred to principal or designee, school liaison officer or student concerns team and possibly to a chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26; and Teacher reporting procedures to the chemical abuse preassessment team will follow Minn. Stat. § 121A.29.*

H. Procedures for immediate and appropriate interventions *tied to violations of the Code of Student Conduct will follow current discipline policy.*

I. Procedures determined appropriate for encouraging early involvement of parents or guardians in attempts to improve a student's behavior. *For improvement of student behavior, parents may be contacted via email, phone calls, or conference, which can be initiated either by teachers, the counselor, administrator or the parent when appropriate*.

J. Procedures determined appropriate for encouraging Early Detection of Behavioral Problems. *To encourage early detection of behavior problems, referrals should be made to the dean of students, counselor, principal, or Student Concerns Team.*

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 regular or special education instruction during that dismissal period.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil'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 (6^{th}) consecutive day of suspension or the tenth (10^{th}) 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. §~~ Minnesota Statutes section 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minnesota Statutes section ~~Minn. Stat. §~~ 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 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. §§~~ Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

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. §§~~ Minnesota Statutes sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~ Minnesota Statutes sections -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. §~~ Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the

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

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

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. §~~ Minnesota Statutes section 120B.232, subdivision ~~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 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, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

It is the policy of the school district 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.~~ Minnesota Statutes chapter 13.

XIII. ~~DISABLED~~ 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.

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. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (~~Minn. Stat. §~~ Minnesota Statutes section124D.03) or Enrollment in Nonresident District (~~Minn. Stat. §~~ Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

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

XVI. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements

for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students From Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions Enrollment in Nonresident District)
Minn. Stat. Ch. 125A (Special Education and Special Program Students With Disabilities)
Minn. Stat. § 152.22, Subd. 6 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement 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 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
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)

Adopted: 05/21/07 *Orig. 1995*
Reviewed: 2007
Revised: 04/18/16 , 11/21/2022

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References:
Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)
34 C.F.R. Part 300 (~~IDEA Regulations~~Assistance to States for the Education of Children with Disabilities)

Cross References: None

Adopted: 09/17/01 *Orig. 1995*
Reviewed: 2017
Revised: 09/17/18, 11/21/2022

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by ~~Minn. Stat. §~~ Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with ~~Minn. Stat. §~~ Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under ~~Minn. Stat. §~~ Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence; except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."

E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to ~~Minn. Stat. §~~ Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under ~~Minn. Ch.~~ Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under ~~Minn. Stat. §~~ Minnesota Statutes section 120A.22, ~~Subd.~~ Subdivision 8.

2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under ~~Minn. Stat. §~~ Minnesota Statutes section 120A.22, ~~Subd.~~ subdivision 8.

3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the

belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:

Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction ~~Residency Determined~~)
~~Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)~~
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (~~High School~~ Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (~~Habitual Truant Defined~~ Definitions)
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References:

MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

Adopted: 11/19/01 *Orig. 1995*
Reviewed: 2000
Revised: 04/30/07, 11/21/2022

517 STUDENT RECRUITING

I. PURPOSE

The purpose of this policy is to prevent school district employees from exerting undue influence for purposes of securing or retaining the attendance of a student in a school.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school district to encourage employees to make available to all interested people information regarding the school district, its schools, programs, policies, and procedures. The purpose of such activity is to assist in the process of fully informed decision making regarding school enrollment and to enhance the visibility and image of the school district.

B. At the same time, the school district recognizes that the scope of such activity is limited by statutory authority and bylaws of the Minnesota State High School League. Accordingly, it shall be a violation of this policy for employees to exert undue influence for purposes of securing or retaining the attendance of a student in a school or to compete with another school district for the enrollment of students.

C. Employees are further prohibited from encouraging others to engage in such conduct on behalf of the school district.

III. DEFINITION

A. The terms “undue influence” or “competing for enrollment” shall include initiating any oral or written contact with a student from another school district who participates in a school-sponsored sport or activity which solicits the student’s transfer to participate in a sport or activity.

B. The terms shall also include the awarding of tuition, allowance for board and/or room, allowance for transportation, priority in assignments of jobs, cash or gifts in any form, or any other privilege or consideration if not similarly available to all students.

IV. PROCEDURES

A. The school board shall adopt, by resolution, specific standards for acceptance and rejection of applications for open enrollment. Standards may include the capacity of a program, class, school building, or the statutory limits to nonresident enrollment in a particular grade level, or whether the student is currently expelled for (1) possessing a dangerous weapon, as defined under federal law, at a school or school function; (2) possession or using an illegal drug at school or at a school function; (3) selling or soliciting the sale of a controlled substance while at school or a school function; or committing a first, second or third degree

assault as described in state law. Standards for acceptance and rejection of open-enrollment applications are subject to the Graduation Incentives Program and may not include previous academic achievement, athletic or other extracurricular ability, disabling conditions, proficiency in the English language, previous disciplinary proceedings, or the student's district of residence.

B. Employees who violate the provisions of the policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, school district policies, and the bylaws of the Minnesota High School League, as applicable.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minnesota State High School League Bylaws

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
~~MSBA Service Manual, Chapter 10, Minnesota State High School League (MSHSL)~~

Adopted: NEW *Orig. 1995*
Reviewed: 2020, 2021,2022
Revised: 9/14/2020, 11/21/2022

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 Code of Federal Regulations Part 106. These regulations, which went into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 Code of Federal Regulations § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private

setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Miranda Harrison, Director of Human Resources, 6051 Ash St.
Rockford, MN 55373 Phone: 763-477-9165 ext. 4009, Fax: 763-477-5833

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

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

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the

school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a

person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).

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

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

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The

investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint, or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

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

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the

school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

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

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors,

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

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint .

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the

date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

   a. The school district undertakes an individualized safety and risk analysis;

   b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

   c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the

Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal

resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensins and Standards Board

concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the

outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone

number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References:
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

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

Adopted: 01/07/02 *Orig. 1996*
Reviewed: 2017
Revised: 09/17/18, 11/21/2022

525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).

B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.

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

III. IMPLEMENTATION OF POLICY

A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.

B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.

C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon

any student or nonstudent who possesses, uses or distributes a weapon when in a school location.

E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.

F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).

G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.

H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with ~~Minn. Stat. §~~ Minnesota Statutes section 121A.05.

I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities, the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

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

violence.

A. Adopt a district crisis management policy to address potential violent crisis situations in the district.

B. Provide training in recognition, prevention, and safe responses to violence, and development of a positive school climate.

C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students and other youth service providers to advise on policy implementation.

D. In-service training for personnel in aspects of reporting, visibility and supervision as deterrents to violence.

E. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.

F. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.

G. Establish a curriculum committee that explores ways of teaching student's violence prevention strategies, law-related education and character/ values education (universal values, e.g. honesty, personal responsibility, self-discipline, cooperation and respect for others.)

H. Establish clear school rules that prevent and deter violence.

I. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.

J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.

K. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.

L. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy and identify differences in behavior and values that conflict with their own.

M. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.

N. Develop a student photo or name identification system for quick identification of the student in case of emergency.

O. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.

P. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

Q. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

R. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based organizations, including the Child Welfare Information Gateway website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.

S. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting requirements provided on the Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

V. STUDENT SUPPORT

A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.

B. Students will be apprised of school board policies designed to protect their personal safety.
C. Students will be provided with information as to school district and building rules regarding weapons and violence.

D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).

B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.

C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References:

Minn. Stat. § 13.43, Subd. 16 (~~School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact~~ Personnel Data)
Minn. Stat. § 120B.22 (Violence Prevention Education)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)
18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S. Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
McIntire v. Bethel School, 804 F. Supp. 1415, 78 Educ. L. Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:

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

Adopted: 08/20/01 *Orig. 1998*
Revised: 01/18/17

527R STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS AND SEARCHES

I. PURPOSE

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools and to protect the health, safety and welfare of students and school personnel.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety and welfare of students and school personnel. This policy applies to all students in the school district.

III. DEFINITIONS

A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes but is not limited to weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.

B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.

C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

D. "School district location" means property that is owned, rented, leased, or borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

IV. STUDENT USE OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students generally are not permitted to use motor vehicles during the school day in any school district location. Students may use motor vehicles on the high school campus during the school day only if there is an emergency and permission has been granted to the student by high school principal to use a motor vehicle. Students are permitted to use motor vehicles in school district locations outside of the school day only on the high school campus.

As a convenience to students and families, students age 14 years old or older who have completed a snowmobile safety course, are permitted to drive snowmobiles to Rockford Middle School or Rockford High School as a means of getting to and from school. Students are permitted to use snowmobiles in school district locations outside of the school day only.

V. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, or in parking lots designated for use only by staff or by the general public.

Students age 14 years old or older who have completed a snowmobile safety course and are driving a snowmobile to a middle school or high school campus, may park the snowmobile in the spaces designated for snowmobile parking only. Students will not park snowmobiles in driveways, on private property, or in parking lots designated for use only by staff or by the general public.

VI. PATROLS, INSPECTIONS AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

A. Patrols and Inspections.

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

B. Search of Interior of Student Motor Vehicle.

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without

notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches and/or Seizures.

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches and/or seizures as provided by this policy.

D. Seizure of Contraband.

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

E. Dissemination of Policy

A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

VII. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop and present for school board review and approval reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations. Approved directives and guidelines shall be attached as an addendum to this policy.

VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

IX. ADDENDUM

The following policies apply to High School students who drive motor vehicles to and from school. These policies will be in effect during the regular school day.

1. Each vehicle parked in the school parking lot must be registered with the school district.
2. Upon registration, a student parking permit will be issued for $25.00. This permit must be displayed on the rearview mirror of the vehicle. The permit will

be valid for one (1) school year. Temporary permits are available at the high school office for visitors and students who qualify.

3. The first three rows of the student parking lot will be reserved for 12th grade (senior) parking. Twelfth grade students will be issued a unique parking permit to display on their vehicles.
4. Students who have not registered their vehicles will receive a warning on the first violation. Repeat violations may result in the vehicle being towed at the owner's expense.
5. The maximum speed limit in all school driveways and parking lots is 15 MPH.
6. The East parking lot is designated for student parking.
7. The Front parking lot is designated for staff and visitors.
8. The row closest to county Road 50 of the East lot is reserved for adults using the community center.
9. All vehicles must be parked between the lines.
10. Emergency access roads and spaces must remain open.
11. Parking in a handicapped space of fire lane is a serious offense. The first violation will result in a warning; the repeat violations may result in the vehicle being towed at the owner's expense and/or loss of driving privileges.
12. Students may not go to the parking lot during the school day unless leaving the school property with approved early dismissal or permission from the principal.
13. Students must drive on school property with extreme caution and consideration. Any evidence of reckless or careless driving will result in the suspension of driving privileges.
    - First violation – a two-week suspension of driving privileges.
    - Second violation – a four-week suspension of driving privileges.
    - Third violation – revocation of driving privileges.
    - Driving after revocation of driving privileges is a serious offense resulting in disciplinary action. The vehicle will be towed at the owner's expense.
14. Parking or driving on the school lawn is a serious offense and will result in the loss of driving privileges and charges to repair damage to the lawn.
15. Repeated and/or serious violations of this policy will result in filing of a complaint with the Hennepin County Sheriff's Department.

Legal References:
U.S. Const., amend. IV
Minn. Const., art. I, §10
Minn. Stat. § 123B.02 (Independent School District Specific Powers and Duties)
Minn. Stat. § 123B.38 (Hearing)
New Jersey v. T.L.O., 469 U.S. 325~~, 105 S.Ct. 733, 83 L.Ed.2d 720~~ (1985)

Cross Reference:
MSBA/MASA Model Policy 417 (Chemical Use/Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
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 506 (Student Discipline)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 04/17/06 *Orig. 1999*
Reviewed: 2003
Revised: 07/10/06, 11/21/2022

528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.

B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.

C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.

D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.

E. It is the responsibility of every school district employee to comply with this policy.

F. The school board has designated ***superintendent or his/her designee,*** as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

G. 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.

H. Any reports of unlawful discrimination under this policy will be handled, investigated and

acted upon in the manner specified in Policy 522. ~~– Student Sex Nondiscrimination.~~

Legal References: 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 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process ~~Student Sex Nondiscrimination~~)

Adopted: 01/07/02 *Orig. 1999*
Reviewed: 2016
Revised: 01/18/17, 11/21/2022

529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

I. PURPOSE

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

II. GENERAL STATEMENT OF POLICY

A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.

B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.

C. Only staff members who have a legitimate educational interest in the information will receive notification.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them.

A. Administration

"Administration" means the superintendent, building principal, or other designee.

B. Classroom Teacher

"Classroom Teacher" means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.

2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

"Incident(s) of violence" means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for educational data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or the employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education; or

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

4. Perform a task directly related to responding to a request for data.

F. School Staff Member

"School Staff Member" includes:

1. A person duly elected to the school board;

2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;

3. A person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and

4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in writing and will include the following:

1. Name of the student;

2. Date of notice;

3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and

4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.

2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.

2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

V. MAINTENANCE AND TRANSFER OF RECORDS

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

VI. PARENTAL NOTICE

A. The administration will notify parents annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.

B. Prior to providing the written notice of a student's violent behavior to classroom teachers

and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.

C. Parents will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

VII. TRAINING NEEDS

Administration and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.22, Subd. 7 (Compulsory Instruction ~~School Attendance - Education Records~~)
Minn. Stat. § 121A.45 (Grounds for Dismissal)
Minn. Stat. § 121A.64 (Notification; Teachers' Legitimate Educational Interest ~~of Students with Violent Behavior~~)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing~~Law Enforcement Notice to Schools~~)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)
Minn. Laws 2003, 1st Sp., Ch. 9, Art. 2, § 53

Cross References:
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 03/08/04 *Orig. 2003*
Reviewed: 2019, 2022
Revised: 10/21/19, 11/21/2022

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

IV. REMOVAL OF STUDENTS WITH IEP's FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

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

B. Removal By Police Liaison Officer or Peace Officer

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

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

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

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

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

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

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

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

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

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

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

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

8. Denying a child access to toilet facilities.

D. Parental Notification

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

E. Continued Removals; Review of IEP

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

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

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

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

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

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

June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:

Minn. Stat. § Ch. 13. (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67~~, Subd. 2~~ (Removal by Police Officer ~~Aversive and Deprivation Procedures~~)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300. 535 (Referral to and Action by Law Enforcement and Judicial Authorities ~~IDEA Regulation Regarding Involvement of Law Enforcement~~)

Cross References:

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

Adopted: 06/19/06 *Orig. 2005*
Reviewed: 2016
Revised: 04/17/17, 11/21/2022

533 WELLNESS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

III. WELLNESS GOALS

A. Nutrition Promotion and Education

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

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

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

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

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

B. Physical Activity

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

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

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

C. Communications with Parents

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

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

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

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

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

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

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

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

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

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

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

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

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

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

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

B. School Food Service Program/Personnel

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

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

C. Competitive Foods and Beverages

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

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

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

D. Other Foods and Beverages Made Available to Students

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

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

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

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

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

E. Food and Beverage Marketing in Schools

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

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

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

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

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

B. Public Involvement

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

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

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

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

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

B. Annual Reporting

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

C. Triennial Assessment

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

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

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

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

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

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

D. Recordkeeping

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

1. The school district's written wellness policy.

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

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

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

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

Adopted: 06/19/06 *Orig. 1995*
Reviewed: 2019
Revised: 04/20/20, 11/21/2022

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

*[Note: **Minnesota Statutes section** ~~Minn. Stat. §~~ 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment.]*

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

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

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

2. student performance on the Minnesota Comprehensive Assessments;

3. high school graduation rates; and

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

F. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

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

IV. LONG-TERM STRATEGIC PLAN

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

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all.

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

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

   [Note: Policy 618 addresses this requirement.]

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

   [Note: Policy 616 addresses this requirement.]

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

   [Note: Policy 616 addresses this requirement.]

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

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

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

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

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

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

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

b. mathematical and scientific concepts;

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

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

e. work readiness skills;

f. global and cultural understanding.

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

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

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

c. develop an appreciation and respect for democratic institutions;

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

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

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

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

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

   a. establishing and achieving personal and career goals;

   b. adapting to change;

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

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

   e. becoming a self-directed learner;

   f. exercising ethical behavior.

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

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

   b. address human problems through team effort;

   c. resolve conflicts with and among others;

   d. function constructively within a family unit;

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

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

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

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

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

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

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

4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students with:

   a. dyslexia, using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist; or

   b. convergence insufficiency disorder.

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

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

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

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

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

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

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

[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph ~~4~~ 8.]

8. The school district may provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan may address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school may maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals ~~2000~~)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: 02/11/02 *Orig. 1995*
Reviewed: 2017
Revised: 04/20/20, 11/21/2022

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule unless has been approved by the Minnesota Commissioner of Education under ***Minnesota Statutes section*** ~~*Minn. Stat. §*~~ *124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]*

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under ***Minnesota Statutes section*** ~~*Minn. Stat. §*~~ *122A.40,* ***subdivisions*** ~~*Subds.*~~ *7 and 7a, or* ***Minnesota Statutes section*** ~~*Minn. Stat. §*~~ *122A.41,* ~~*Subds.*~~ ***subdivisions****4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]*

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops

may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section ~~Minn. Stat. §~~ 123A.30, ~~§~~ 123A.32, or ~~§~~ 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

Legal References:
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; ~~Days~~ Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Adopted: 03/20/00 *Orig. 1997*
Reviewed: 2019, 2022
Revised: 04/20/20, 11/21/2022

613R GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students ~~entering grade 8 in the 2012-2013 school year and later~~, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages

B. "Credit" is equivalent to a student's successful completion of one semester of study or a student's mastery of the applicable subject matter, as determined by the school district.

C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

Director of Teaching and Learning shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

~~For students enrolled in grade 8 in the 2012-2013 school year and later, s~~ Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation—and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

B. Consistent with this paragraph and Minnesota Statutes section 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.

F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

A. Students ~~beginning 8th grade in the 2014-15 school year,~~ must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

1. *Eleven* credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Eight* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Eight* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Ten* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *twenty* elective course credits.

10. Credit equivalencies

    a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. B.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

    b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI. B.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit

in chemistry or physics required under VI. B.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI. B.4., above.

c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI. B.2 or VI. B.6, above.

d. A computer science credit may fulfill a mathematics credit requirement under VI. B.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI. B.2. or VI. B.4., above, if the credit meets the state academic standards in science or mathematics.

B. Students beginning 8th grade in the 2015-16 school year, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

1. *Ten*-credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Eight* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Eight* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Nine* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

    a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. C.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

    b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI. C.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under VI. C.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI. C.4., above.

    c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.C.2 or VI.C.6, above.

    d. A computer science credit may fulfill a mathematics credit requirement under VI.C.2., above, if the credit meets state academic standards in mathematics.

    e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.C.2. or VI.C.4., above, if the credit meets the state academic standards in science or mathematics.

C. Students beginning 8th grade in the 2016-17 school year, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 trimester through the 2017-18 school year, one (1) course credit = 1 semester starting 2018-19 school year)*:

    1. *Nine*–credits of language arts sufficient to satisfy all academic standards in English language arts;

    2. *Seven* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

    3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Seven* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Eight* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health *and* one credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

    a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. D.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

    b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI. D.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under VI. D.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI. D.4., above.

    c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.D.2 or VI.D.6, above.

    d. A computer science credit may fulfill a mathematics credit requirement under VI.D.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.D.2. or VI.D.4., above, if the credit meets the state academic standards in science or mathematics.

D. Students beginning 8th grade in the 2017-18 school year and beyond, must successfully complete, as determined by the school district, the following high school level course credits for graduation *(one (1) course credit = 1 semester)*:

1. *Eight*–credits of language arts sufficient to satisfy all academic standards in English language arts;

2. *Six* credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;

4. *Six* credits of science, including at least (a) one credit of biology, (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

5. *Seven* credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.

6. *Two* credits in the arts sufficient to satisfy all of the state or local academic standards in the arts;

7. *One* credit of health and *one* credit of physical education*,*

8. *One* credit of career and technical education

9. A minimum of *eighteen* elective course credits.

10. Credit equivalencies

a. A *one* credit of economics taught in a school's agriculture education or business department may fulfill a *one* credit in social studies under VI. E.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.

b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI.E.4., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An

agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under VI.E.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI.E.4., above.

c. A career and technical education course may fulfill a mathematics credit or arts requirement under Section VI.E.2 or VI.E.6, above.

d. A computer science credit may fulfill a mathematics credit requirement under VI.E.2., above, if the credit meets state academic standards in mathematics.

e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.E.2. or VI.E.4., above, if the credit meets the state academic standards in science or mathematics.

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must satisfactorily complete the following required and elective standards, in accordance with the standards adopted by the school district:

1. School District Standards, Health (K-12);

B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12 ~~;~~

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07 upon meeting the following conditions:

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment;Personal Learning Plans)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0505-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Plan, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: 07/15/02 *Orig. 1998*
Reviewed: 2017
Revised: 04/15/19, 11/21/2022

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

A. "Above-grade level" test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student's grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.

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

C. "Below-grade level" test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student's current grade level. Notwithstanding the student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.

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

E. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready

are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

F. "Computer-adaptive assessments" means fully adaptive assessments.

G. "Cultural competence," for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

H. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.

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

J. "Fully adaptive assessments" include on-grade level test items and items that may be above or below a student's grade level. *[Note: Fully adaptive mathematics and reading assessments must be used for grades 3 through 7 beginning in the 2015-2016 school year and later.]*

K. "On-grade level" test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.

L. "Required standard" means a statewide adopted expectation for student learning in the content areas of English language arts, mathematics, science, social studies, physical education, and the arts, or a locally adopted expectation for student learning in health or the arts.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The *superintendent* shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:

   a. computer-adaptive reading and mathematics assessments in grades 3 through 8;

   b. high school reading in grade 10, mathematics in grade 11 and a high school writing test, when it becomes available; and

   c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma);

3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.;

4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high

school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Commissioner of Education must create and publish a form for parents and guardians that:

a. explains the need for state academic standards;

b. identifies the state assessments that are aligned with state standards;

c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;

d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;

e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and

f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

~~C~~VI. Rigorous Course of Study Waiver

~~1~~A. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:

~~a~~1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

~~b~~2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and

~~c~~3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.

~~2~~B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.

~~3~~C. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.

B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

C. All students, except those eligible for alternative assessments, will be encouraged to participate on a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before

graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

D. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.082000 ~~3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.096055 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: 07/15/02 *Orig. 1998*
Reviewed: 2017
Revised: 04/15/19, 11/21/2022

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction and assessment to ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels.

III. STANDARDS FOR STAFF DEVELOPMENT

A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (the "Committee") shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.

B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.

C. Staff development plans for the school district shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the school district programs.

D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Paraprofessionals. The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers/Administrators

The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)
Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501. ~~0800-3501.~~0820~~15~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960~~55~~ (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 616 (School District System Accountability)

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620R CREDIT FOR LEARNING

[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V; online learning courses, as set forth in Section VI; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII).]

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, and online courses and programs.

III. DEFINITIONS

A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section ~~Minn. Stat. §~~ 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner~~MDE~~).

B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

C. "Commissioner" means the Commissioner of MDE.

D. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.

E. "Eligible institution" means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

F. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

G. "Online learning" is a form of digital learning delivered by an approved online learning provider.

H. "Online learning provider" is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is certified or approved by MDE to provide online learning courses.

I. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least ***24*** credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to

compute honor roll and/or class rank if a student has earned at least ***[insert number]*** credits from the school district.

c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).

c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank

V. POST-SECONDARY ENROLLMENT CREDIT

A. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement may be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.

3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VII. CREDIT FROM ONLINE LEARNING COURSES

A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.

B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.

C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VIII. ADVANCED ACADEMIC CREDIT

A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

1. A grade awarded in an Advanced Placement course will be increased by .66 grade points.
2. A grade awarded in an Honors course will be increased by .66 grade points.
3. A grade awarded in a College in the Schools course will be increased by .66 grade points.
4. A grade awarded in a course taken through a Post-Secondary Enrollment Options program deemed equivalent to a Rockford High School College in the Schools or AP course will be increased by .66 grade points.

B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820~~00-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960~~55~~ (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing~~,~~ Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Learning Options)

Adopted: 6/19/06 *Orig. 2003*
Reviewed: 2019
Revised: 10/21/19, 11/21/2022

624 ONLINE LEARNING OPTIONS

I. PURPOSE

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning. .

II. GENERAL STATEMENT OF POLICY

A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.

B. The school district shall grant academic credit for completing the requirements of a *state-approved* online learning course or program.

C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.

D. The school district shall continue to provide non-academic services to online learning students.

E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

[Note: The school district may itself offer digital learning to its enrolled students. Such digital learning does not generate online learning funds. To the extent digital learning is offered by the school district only to its enrolled students, it is not subject to the Minnesota Department of Education (MDE) reporting or review requirements unless the school district is a full-time online learning provider. See ***Minnesota Statutes section*** *~~Minn. Stat. §~~ 124D.095, ~~Subd.~~ **subdivision** 4(d) and (e).*

To the extent the school district provides to resident students curriculum that has both physical and electronic components, the school district must make the electronic component accessible to a resident student in a home school at the request of the home-schooled student or student's parent or guardian, provided that the school district does not incur more than an incidental cost as a result of providing access electronically. See ***Minnesota Statutes section*** *~~Minn. Stat. §~~ 123B.42.]*

III. DEFINITIONS

A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

B. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.

C. "Enrolling district" means the school district or charter school in which a student is enrolled under Minnesota Statutes section ~~Minn. Stat. §~~ 120A.22, ~~Subd.~~ Subdivision 4, for purposes of compulsory education.

D. "Full-time online learning provider" means an enrolling school authorized by the ~~Minnesota Department of Education (~~MDE~~)~~ to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.

E. "Online learning course syllabus" is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.

F. "Online learning" is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.

G. "Online learning student" is a student enrolled in an online learning course or program delivered by an authorized online learning provider.

H. "Online learning provider" is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.

I. "Student" is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with ~~Minn. Stat. §§~~ Minnesota Statutes sections 120A.22 and 120A.24.

J. "Supplemental online learning" means an online course taken in place of a course period during the regular school day at a local district school.

IV. PROCEDURES

A. Dissemination and Receipt of Information

1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.

2. The school district will receive and maintain information provided to it by online learning providers.

3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.

4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

B. Students~~s~~ Enrollment

1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.

2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.

3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online course or program. An online learning provider must make available the supplemental online course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a

supplemental online learning courses up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.

4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online provider; and the online provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.

5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit, or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.

6. An online learning student may complete course work at a grade level that is different from the student's current grade level.

7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.

2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.

3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The

delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.

4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minnesota Statutes section ~~Minn. Stat. §~~ 124D.095, Subd. 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.

2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.

3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.

4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.

5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.

6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

Legal References:
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 123B.42, Subd. 1a (~~Curriculum; Electronic Components~~Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References:
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: 08-20-2018 *Orig. 2017*
Revised: 09-19-2022, 11/21/2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

~~.~~D. Government Data

~~"Government data" means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.~~ All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes

a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

~~B~~F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

~~C~~K. Public Data

~~"Public data" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.~~ All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

~~D~~N. Responsible Authority

~~"Responsible authority" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.~~ The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

~~E~~O. Summary Data

~~"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.~~ Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

   a. Date the request is made;

   b. A clear description of the data requested;

   c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

   d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. ~~A requestor is not required to explain the reason for the data request.~~

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the

individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

~~VII~~IX: Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent of Schools
Rockford Area Schools
6051 Ash Street, Rockford, MN 55373
763-477-9165

Data Practices Designee(s):
Business Manager
Financial and Business Records
6051 Ash Street, Rockford, MN 55373
763-477-9165

Special Education Coordinator or designee
Special Education Records
7650 County Road 50, Rockford MN 55373
763-477-5837

Rockford Elementary Arts Magnet School Principal or designee
Student Educational Records
7650 County Road 50, Rockford, MN 55373
763-477-5837

Rockford Middle School Center for Environmental Studies Principal or designee
Student Educational Records
6051 Ash Street, Rockford, MN 55373
763-477-5831

Rockford High School Principal or designee
Student Educational Records
7600 County Road 50, Rockford, MN 55373
763-477-5846

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)

Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Facility Update

Meeting Date: December 19th, 2022

Prepared by: James Leuer

Date Prepared: 12/15/2022

X	Information		Briefing		Action		Enclosure Item(s)

Update to school board regarding overhead milling machines sold over this past summer.

Reasons for looking at selling the equipment began the 1st year I was here at Rockford for safety, training program and cost to update equipment with machine guarding ranged from 22K - 25K because of the year of the machines.

More at the board meeting.

Second item is “snow gardens” at the MS and ES/HS bus loops are one of a kind and first in Minnesota. Presenter will explain more (Connnie Fortin) from Bolten-Menk.

James Leuer

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Resolution of Roofing Project

Meeting Date: December 19, 2022

Prepared by: Ryan Hoffman, ICS

Date Prepared: December 16, 2022

☐	Information	☐	Briefing	x	Action	☐	Enclosure Item(s)

Ryan Hoffman, ICS will present a recommendation to the board to reject all bids for the roofing project.

December 19, 2022

Board of Education
Rockford Area School District 883
6051 Ash Street
Rockford, MN 55373

1331 Tyler Street NE #101
Minneapolis, Minnesota 55413
ics-builds.com
(763) 354-2670

Re: Rockford Area School District
Rockford Elementary Re-Roof and District Roofing Maintenance

Dear Board Members:

At 2:00 p.m. on Tuesday, December 13, 2022 we received four (4) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS has reviewed the bids received for the above-referenced project and the apparent low responsible bidder is outside of the project budget. We have contacted the apparent low bidder, Schwickert's and have confirmed that their bid is valid. Our itemized recommendation is as follows:

Base Bid: – Recommendation: REJECT	$2,662,817.00
Alternate No. 1: Add/Deduct for Phased Scheduling – Recommendation: REJECT	$0.00
Alternate No. 2: Deduct for Cap Metal - Recommendation: REJECT	($12,000.00)
Alternate No. 3: Add for New Ballast - Recommendation: REJECT	$25,000.00
Alternate No. 4: Add for Additional Insulation - Recommendation: REJECT	$276,000.00
TOTAL BID RECEIVED WITH ALTERNATES:	$2,951,817.00

We recommend that the District reject all bids including the low base bid and any of the alternate bids.

Please contact us at 763-354-2670 should you have any questions regarding our recommendation

Regards,

Chris Vogel
Project Manager

CV/bc
Enclosures
cc: file

BUILDING STRONG CONNECTIONS

2023 Re-Roof of Rockford Elementary and District Maintenance Projects

OWNER: ISD #883

BID TABULATION
Tuesday, December 13th, 2022
Bid Opening at 2:00 PM

BID ITEMS	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Schwickert's 330 Poplar St. Mankato, MN 56001 507-387-3101	Flynn 15525 32nd Ave N Minneapolis, MN 55447 763-559-0222	McDowall Company 1431 Prosper Dr. Waite Park, MN 56387 320-251-8640	Black Hawk 619 E 19th St. Cedar Falls, IA 50613 319-277-9355	**CONTINUE ON NEXT PAGE**
Bid Security	X	X	X	X	
Addenda #1 Received	X	X	X	X	
BASE BID:					
Base Bid Total:	$2,662,817	$2,721,301	$2,747,000	$2,915,000	
ALTERNATE BIDS:					
Alternate Bid #1 Total: Add/Deduct for Phased Sch.	$0	$21,300	$0	($10,000)	
Alternate Bid #2 Total: Deduct for cap metal	($12,000)	($26,787)	($15,400)	($66,000)	
Alternate Bid #3 Total: Add for new ballast	$25,000	$43,260	$28,350	$138,000	
Alternate Bid #4 Total: Add for additional insulation	$276,000	$239,421	$310,000	$227,800	
UNIT PRICES:					
UP #1: Deteriorated roof insulation (per board foot)	$6.00	$4.35	$5.00	$3.75	
UP #2: Deteriorated wood blocking (per board foot)	$6.00	$5.00	$5.25	$4.50	
UP #3: Deteriorated metal decking (per sq. foot)	$23.50	$35.00	$25.00	$15.75	
UP #4: Remove and Replace Drain Bowl	$3,500	$3,500	$3,250	$2,750	

BID ITEMS	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Central Roofing 4550 Main St. NE Minneapolis, MN 55421 763-572-0660	Granite City 1095 39th Ave NE Sauk Rapids, MN 56379 320-253-4441			
Bid Security	No Bid	No Bid			
Addenda #1 Received					
BASE BID:					
Base Bid Total:					
ALTERNATE BIDS:					
Alternate Bid #1 Total: Add/Deduct for Phased Sch.					
Alternate Bid #2 Total: Deduct for cap metal					
Alternate Bid #3 Total: Add for new ballast					
Alternate Bid #4 Total: Add for additional insulation					
UNIT PRICES:					
UP #1: Deteriorated roof insulation (per board foot)					
UP #2: Deteriorated wood blocking (per board foot)					
UP #3: Deteriorated metal decking (per sq. foot)					
UP #4: Remove and Replace Drain Bowl					

SECTION 00 41 13 – BID FORM

2023 Re-Roof of Rockford Elementary
And District Maintenance Projects

Bidder: Schwickert's Tecta America, LLC
(Bidder enter name here)

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT
The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services as described in the above documents, without exception, including all scheduled Allowances if any, necessary to complete the construction of:

Base Bid

Labor and Materials cost to reroof Rockford Elementary School and complete district façade maintenance as spelled out in the bid documents.

Two million, six hundred sixty-two thousand, eight hundred seventeen---Dollars ($ 2,662,817.00)

Alternate Bid #1 – Project Schedule

Provide amount to **add/deduct** from the base bid to allow a phased project schedule in the Summer of 2023 and 2024 as spelled out in the bid documents.

NO CHANGE Dollars ($ 0.00)

Alternate Bid #2 – Coping Metal

Provide amount to **deduct** from the base bid to reuse the existing cap metal and install new metal counterflashing in lieu of new cap metal as spelled out in the bid documents.

Twelve thousand---------- Dollars ($ 12,000.00)

Alternate Bid #3 – Rock Ballast

Provide amount to **add** to base bid for the installation of new rock ballast as spelled out in the bid documents.

Twenty-five thousand---------- Dollars ($ 25,000.00)

Alternate Bid #4 – Polyisocyanurate Insulation

Provide amount to **add** to base bid for the installation of an additional 1-1/2" polyisocyanurate insulation as spelled out in the bid documents.

Two hundred seventy-six thousand ---------- Dollars ($ 276,000.00)

Unit Price #1
Cost per board foot to remove and replace deteriorated roof insulation $ 6.00

Unit Price #2
Cost per board foot to remove and replace deteriorated wood blocking $ 6.00

Unit Price #3
Cost per square foot to remove and replace deteriorated metal decking $ 23.50

Unit Price #4
Labor and material cost to remove and replace deficient drain bowl assemblies $ 3,500.00

BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

5% of the bid amount (One hundred thirty-three thousand, one hundred forty and 85/100) Dollars ($ 133,140.85)

The stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the school and shall fully complete the Work within the Contract Time indicated in the Supplementary Conditions.

ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 12/5/2022
Addendum No. 2, dated —

RESPONSIBLE CONTRACTOR
By Submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor

meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

BID FORM SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Minnesota, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID
Respectfully submitted this 13TH day of DECEMBER, 2022.

By: SCHWICKERT'S TECTA AMERICA, LLC
(Name of bidding firm or corporation)

Witness:

By: [signature]
(Signature)
KEVIN PALMER
(Type or print name)

Attest: Michele Wheeler
(Signature)

By: MICHELE WHEELER
(Type or print name)

Title: PRESIDENT
(Owner/Partner/President/Vice Pres.)

Title: CHIEF FINANCIAL OFFICER / Secretary / Treasurer
(Corporate Secretary or Assistant Secretary Only)

Address: 330 POPLAR ST
MANKATO, MN 56001

Phone: 507-387-3101

License: RR642055

Federal ID No.: 84-1505685

(Affix Corporate Seal Here)

END OF SECTION 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Schwickert's Tecta America LLC
330 Poplar Street
Mankato, MN 56001

SURETY:
(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices
100 Everest Way, Warren Corporate Center
Warren, NJ 07059

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Independent School District # 883 - Rockford Area Schools
6051 Ash Street
Rockford, MN 55373

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Rockford Area School District 883 2023 Roofing Projects - Elementary School, Middle School and High School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of December, 2022.

(Witness)

(Witness)

Schwickert's Tecta America LLC
(Principal) *(Seal)*

By:
(Title) President

Everest Reinsurance Company
(Surety) *(Seal)*

By:
(Title) Susan Lupski, Attorney-in-Fact

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Desiree Cardlin, Colette R. Chisholm, Camille Maitland, George O. Brewster, Gerard S. Macholz, Nelly Renchiwich, Thomas Bean, Robert T. Pearson, Susan Lupski, Dana Granice, Michelle Wannamaker, Katherine Acosta, Ian Williams

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 2nd day of August, 2022.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Senior Vice President

On this 2nd day of August, 2022, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 7th day of December 2022.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this December 7, 2022, before me personally came

Susan Lupski to me known, who, being by me duly sworn,

did depose and say; that he/she resides in Nassau County, State of New York that

he/she is the Attorney-In-Fact of the Everest Reinsurance Company

the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to

Everest Reinsurance Company (Surety)

his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

Notary Public

STEFANIE WEBER
Notary Public, State of New York
Registration No. 01WE6432035
Qualified in Nassau County
Commission Expires April 25, 2026

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31, 2020 Unaudited	December 31, 2019 Audited
ASSETS		
Bonds	$ 9,452,250,173	$ 6,733,064,269
Stocks	914,135,093	579,431,010
Short-term investments	3,099,547	9,977,402
Other invested assets	2,113,872,323	2,024,154,026
Cash and cash equivalents	737,985,959	278,923,034
Accounts receivable-premium balances	2,184,883,136	1,762,474,335
Reinsurance recoverable	759,807,429	553,401,455
Other assets	674,687,110	577,418,297
Total Assets	$ 16,840,720,770	$ 12,518,843,828
LIABILITIES		
Loss and loss adjustment expense reserve	$ 7,727,564,458	$ 6,025,226,576
Unearned premium reserve	2,024,484,169	1,788,807,161
Ceded reinsurance premium payable (net of ceding commission)	363,237,788	322,866,050
Reserve for commissions, taxes and other liabilities	1,449,431,852	642,804,051
Total Liabilities	$ 11,564,718,267	$ 8,779,703,838
SURPLUS AND OTHER FUNDS		
Common capital stock	$ 10,000,000	$ 10,000,000
Contributed Surplus	3,400,178,517	2,464,960,596
Unassigned surplus	1,865,823,986	1,264,179,394
Total capital and surplus	$ 5,276,002,503	$ 3,739,139,990
Total Liabilities and Surplus	$ 16,840,720,770	$ 12,518,843,828

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

DocuSigned by:
margaret horn
58C1DAB84C6F448...

Electronically Signed by Margaret Horn, Vice President this 15th day of April 2021

SECTION 00 41 13 – BID FORM

2023 Re-Roof of Rockford Elementary
And District Maintenance Projects

Bidder: Flynn Midwest LP
(Bidder enter name here)

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT
The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services as described in the above documents, without exception, including all scheduled Allowances if any, necessary to complete the construction of:

Base Bid

Labor and Materials cost to reroof Rockford Elementary School and complete district façade maintenance as spelled out in the bid documents.

Two Million, Seven Hundred Twenty-One Thousand, Three Hundred and One Dollars ($ 2,721,301.00)

Alternate Bid #1 – Project Schedule

Provide amount to **add/deduct** from the base bid to allow a phased project schedule in the Summer of 2023 and 2024 as spelled out in the bid documents.

Twenty-One Thousand, Three Hundred Dollars ($ 21,300.00)

Alternate Bid #2 – Coping Metal

Provide amount to **deduct** from the base bid to reuse the existing cap metal and install new metal counterflashing in lieu of new cap metal as spelled out in the bid documents.

Twenty-Six Thousand, Seven Hundred Eighty-Seven Dollars ($ 26,787)

Alternate Bid #3 – Rock Ballast

Provide amount to **add** to base bid for the installation of new rock ballast as spelled out in the bid documents.

Forty-Three Thousand, Two Hundred and Sixty Dollars ($43,260.00)

Alternate Bid #4 – Polyisocyanurate Insulation

Provide amount to **add** to base bid for the installation of an additional 1-1/2" polyisocyanurate insulation as spelled out in the bid documents.

Two Hundred Thirty-Nine Thousand, Four Hundred Twenty-One Dollars ($ 239,421.00)

Unit Price #1
Cost per board foot to remove and replace deteriorated roof insulation $ 4.35

Unit Price #2
Cost per board foot to remove and replace deteriorated wood blocking $ 5.00

Unit Price #3
Cost per square foot to remove and replace deteriorated metal decking $ 35.00

Unit Price #4
Labor and material cost to remove and replace deficient drain bowl assemblies $ 3,500.00

BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

Twenty-Three Thousand, Eight Hundred Forty Dollars ($ 23,840.00)
The stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the school and shall fully complete the Work within the Contract Time indicated in the Supplementary Conditions.

ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 12/5/2022

Addendum No. 2, dated _____

RESPONSIBLE CONTRACTOR
By Submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor

meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

BID FORM SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Minnesota, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID
Respectfully submitted this 13th day of December, 2022.

By: Flynn Midwest LP
(Name of bidding firm or corporation)

Witness:

By: _____
(Signature)

Attest: _____
(Signature)

Matthew G. Mock
(Type or print name)

By: Allison Weinzierl
(Type or print name)

Title: Authorized Signatory/Branch Manager
(Owner/Partner/President/Vice Pres.)

Title: Accounting Administrator
(Corporate Secretary or Assistant Secretary Only)

Address: 15525 32nd Avenue North

Plymouth, MN 55447

Phone: 763-559-0222

License: IR694607

Federal ID No.: 35-2506375

(Affix Corporate Seal Here)

END OF SECTION 00 41 13

AIA® Document A310™ – 2010

Bid Bond

Bond No.: US-83-2223-0151-22

CONTRACTOR:
(Name, legal status and address)
FLYNN MIDWEST, LP
15525 32nd Avenue North
Plymouth, MN 55447

SURETY:
(Name, legal status and principal place of business)
ARGONAUT INSURANCE COMPANY
P.O. Box 469011
San Antonio, TX 78246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
ROCKFORD AREA SCHOOL DISTRICT #883
6051 Ash Street, Rockford, MN 55373

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Roofing - Rockford Elementary Re-Roof - 7650 County Road 50, Rockford, MN 55373 Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022

	FLYNN MIDWEST, LP
(Witness)	*(Principal)* *(Seal)*
	(Title)
Sandra M. Winsted	ARGONAUT INSURANCE COMPANY
(Witness) Sandra M. Winsted, Witness	*(Surety)* *(Seal)*
	(Title) Roger Paraison, Attorney in Fact

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Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sandra M. Winsted, Susan A. Welsh, Judith A. Lucky-Eftimov, Sandra M. Nowak, Derek J. Elston, Christina L. Sandoval, Anna A. Formhals, Agrie Walton, Christopher P. Troha, Bartlomiej Siepierski, Jessica B. Dempsey, Samantha Chierici, Kristin L. Hannigan, Nicholas Pantazis, Rachel Fore, Roger Paraison, Jean Torres, Corinne Chapman, Nicholas Kertesz, Christopher T. Moser

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Gary E. Grose , President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

NOTARY PUBLIC STATE OF TEXAS
KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/15/25
NOTARY ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of December, 2022.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Austin W. King , Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

ARGO POWER OF ATTORNEY

SECTION 00 41 13 – BID FORM

2023 Re-Roof of Rockford Elementary
And District Maintenance Projects

Bidder: McDowall Company
(Bidder enter name here)

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT
The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services as described in the above documents, without exception, including all scheduled Allowances if any, necessary to complete the construction of:

Base Bid

Labor and Materials cost to reroof Rockford Elementary School and complete district façade maintenance as spelled out in the bid documents.

TWO MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND AND 00/100----- Dollars ($ 2,747,000.00)

Alternate Bid #1 – Project Schedule

Provide amount to **add/deduct** from the base bid to allow a phased project schedule in the Summer of 2023 and 2024 as spelled out in the bid documents.

_____ Dollars ($ N/A)

Alternate Bid #2 – Coping Metal

Provide amount to **deduct** from the base bid to reuse the existing cap metal and install new metal counterflashing in lieu of new cap metal as spelled out in the bid documents.

FIFTEEN THOUSAND FOUR HUNDRED AND 00/100----- Dollars ($ 15,400.00)

Alternate Bid #3 – Rock Ballast

Provide amount to **add** to base bid for the installation of new rock ballast as spelled out in the bid documents.

TWENTY EIGHT THOUSAND THREE HUNDRED FIFTY AND 00/100----- Dollars ($ 28,350.00)

Alternate Bid #4 – Polyisocyanurate Insulation

Provide amount to **add** to base bid for the installation of an additional 1-1/2" polyisocyanurate insulation as spelled out in the bid documents.

THREE HUNDRED TEN THOUSAND AND 00/100----- Dollars ($ 310,000.00)

Unit Price #1
Cost per board foot to remove and replace deteriorated roof insulation $ 5.00

Unit Price #2
Cost per board foot to remove and replace deteriorated wood blocking $ 5.25

Unit Price #3
Cost per square foot to remove and replace deteriorated metal decking $ 25.00

Unit Price #4
Labor and material cost to remove and replace deficient drain bowl assemblies $ 3,250.00

BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

SEE ATTAHCED BID BOND Dollars ($)

The stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the school and shall fully complete the Work within the Contract Time indicated in the Supplementary Conditions.

ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 12-5-22

Addendum No. 2, dated

RESPONSIBLE CONTRACTOR
By Submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor

meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

BID FORM SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Minnesota, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID
Respectfully submitted this 13th day of December, 2022.

By: McDowall Company
(Name of bidding firm or corporation)

Witness:

Attest: Nancy Pfeiffer
(Signature)

By: Nancy Pfeiffer
(Type or print name)

Title: Assistant Corporate Secretary
(Corporate Secretary or Assistant Secretary Only)

By:
(Signature)

Jay Mumm
(Type or print name)

Title: Vice President
(Owner/Partner/President/Vice Pres.)

Address: 1431 Prosper Drive

Waite Park MN 56387

Phone: 320-251-8640

License: MB003342

Federal ID No.: 41-0946275

(Affix Corporate Seal Here)

END OF SECTION 00 41 13

RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Jay Mumm, (type or print name) McDowall Company certify that I am an owner or officer of the company (title) Vice President and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

McDowall Company

(name of the person, partnership, or corporation submitting this proposal)

1431 Prosper Drive Waite Park MN 56387

(business address)

Signed: _____ Date: December 13, 2022

(bidder or authorized representative)

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: **2023 Re-Roof of Rockford Elementary And District Maintenance Projects**

Minn. Stat. §16.285, Subd,. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
    a. is in compliance with workers' compensation and unemployment insurance requirements;
    b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
    c. has a valid federal tax identification number or a valid Social Security number if an individual; and
    d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
    a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;
    b. has been issued an order to comply by the commissioner of labor and industry that has become final;
    c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
    d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
    e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
    f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) **My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
2) **I have included Attachment A-1 with my company's solicitation response, and**
3) **if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** December 13, 2022
Company Name: McDowall Company	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

PROJECT TITLE: **2023 Re-Roof of Rockford Elementary And District Maintenance Projects**

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Roof Vac	LaCresent, MN

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE: **2023 Re-Roof of Rockford Elementary And District Maintenance Projects**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
N/A	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** December 13, 2022
Company Name: McDowall Company	

SECTION 00 41 13 – BID FORM

2023 Re-Roof of Rockford Elementary
And District Maintenance Projects

Bidder: McDowall Company
(Bidder enter name here)

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT
The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services as described in the above documents, without exception, including all scheduled Allowances if any, necessary to complete the construction of:

Base Bid

Labor and Materials cost to reroof Rockford Elementary School and complete district façade maintenance as spelled out in the bid documents.

TWO MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND AND 00/100----- Dollars ($ 2,747,000.00)

Alternate Bid #1 – Project Schedule

Provide amount to **add/deduct** from the base bid to allow a phased project schedule in the Summer of 2023 and 2024 as spelled out in the bid documents.

_____ Dollars ($ N/A)

Alternate Bid #2 – Coping Metal

Provide amount to **deduct** from the base bid to reuse the existing cap metal and install new metal counterflashing in lieu of new cap metal as spelled out in the bid documents.

FIFTEEN THOUSAND FOUR HUNDRED AND 00/100----- Dollars ($ 15,400.00)

Alternate Bid #3 – Rock Ballast

Provide amount to **add** to base bid for the installation of new rock ballast as spelled out in the bid documents.

TWENTY EIGHT THOUSAND THREE HUNDRED FIFTY AND 00/100----- Dollars ($ 28,350.00)

Alternate Bid #4 – Polyisocyanurate Insulation

Provide amount to **add** to base bid for the installation of an additional 1-1/2" polyisocyanurate insulation as spelled out in the bid documents.

THREE HUNDRED TEN THOUSAND AND 00/100----- Dollars ($ 310,000.00)

Unit Price #1
Cost per board foot to remove and replace deteriorated roof insulation $ 5.00

Unit Price #2
Cost per board foot to remove and replace deteriorated wood blocking $ 5.25

Unit Price #3
Cost per square foot to remove and replace deteriorated metal decking $ 25.00

Unit Price #4
Labor and material cost to remove and replace deficient drain bowl assemblies $ 3,250.00

BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

SEE ATTAHCED BID BOND Dollars ($)

The stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the school and shall fully complete the Work within the Contract Time indicated in the Supplementary Conditions.

ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 12-5-22

Addendum No. 2, dated

RESPONSIBLE CONTRACTOR
By Submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor

meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

BID FORM SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Minnesota, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID
Respectfully submitted this 13th day of December, 2022.

Witness: _____

Attest: _____
(Signature)

By: Nancy Pfeiffer
(Type or print name)

Title: Assistant Corporate Secretary
(Corporate Secretary or Assistant Secretary Only)

By: McDowall Company
(Name of bidding firm or corporation)

By: _____
(Signature)

Jay Mumm
(Type or print name)

Title: Vice President
(Owner/Partner/President/Vice Pres.)

Address: 1431 Prosper Drive

Waite Park MN 56387

Phone: 320-251-8640

License: MB003342

Federal ID No.: 41-0946275

(Affix Corporate Seal Here)

END OF SECTION 00 41 13

RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Jay Mumm, (type or print name) McDowall Company certify that I am an owner or officer of the company (title) Vice President and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

McDowall Company
(name of the person, partnership, or corporation submitting this proposal)

1431 Prosper Drive Waite Park MN 56387
(business address)

Signed: _____ Date: December 13, 2022
(bidder or authorized representative)

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: 2023 Re-Roof of Rockford Elementary And District Maintenance Projects

Minn. Stat. §16.285, Subd,. 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
    a. is in compliance with workers' compensation and unemployment insurance requirements;
    b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
    c. has a valid federal tax identification number or a valid Social Security number if an individual; and
    d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
    a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;
    b. has been issued an order to comply by the commissioner of labor and industry that has become final;
    c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
    d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
    e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
    f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed

statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) **My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
2) **I have included Attachment A-1 with my company's solicitation response, and**
3) **if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** December 13, 2022
Company Name: McDowall Company	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

PROJECT TITLE: **2023 Re-Roof of Rockford Elementary And District Maintenance Projects**

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Roof Vac	LaCresent, MN

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

PROJECT TITLE: **2023 Re-Roof of Rockford Elementary And District Maintenance Projects**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7),within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
N/A	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer:	**Printed Name:** Jay Mumm
Title: Vice President	**Date:** December 13, 2022
Company Name: McDowall Company	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
McDowall Company
PO Box 606
Waite Park, MN 56387

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Rockford Area School District #883
6051 Ash Street
Rockford, MN 55373

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
RE-ROOF PORTIONS OF ROCKFORD ELEMENTARY & DISTRICT MAINTENANCE PROJECTS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022

(Witness)	McDowall Company *(Principal)* *(Seal)*
	(Title) Vice President
(Witness)	Western Surety Company *(Surety)* *(Seal)*
	(Title) Naomi Lermon Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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061110

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Benton

On the 13th day of December 2022. before me personally appeared, Jay Mumm to me, who being duly sworn, did depose and say: that s/he resides in Sartell, MN that s/he is the Vice President of the McDowall Company the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

NANCY D. PFEIFFER
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Stearns

On the 13th day of December, 2022 before me personally appeared, Naomi Lermon to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Western Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

KIMBERLY ANNE DOMKE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, GayleL Thorson, Jeffrey R Skaar, Nicole M Saji, Jessica A Olson, Individually, of Mendota Heights, MN
Chad Christianson, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Amanda Plantenberg, Dena Grunhovd, Leslie Seehusen, Naomi Lermon, Individually, of Saint Cloud, MN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 14th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of December . 2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13 – BID FORM

2023 Re-Roof of Rockford Elementary
And District Maintenance Projects

Bidder: Black Hawk Roof Company Inc.
(Bidder enter name here)

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT
The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services as described in the above documents, without exception, including all scheduled Allowances if any, necessary to complete the construction of:

Base Bid

Labor and Materials cost to reroof Rockford Elementary School and complete district façade maintenance as spelled out in the bid documents.

Two Million Nine Hundred Fifteen Thousand Dollars ($ 2,915,000)

Alternate Bid #1 – Project Schedule

Provide amount to **add**/deduct from the base bid to allow a phased project schedule in the Summer of 2023 and 2024 as spelled out in the bid documents.

Ten Thousand Dollars ($ 10,000)

Alternate Bid #2 – Coping Metal

Provide amount to **deduct** from the base bid to reuse the existing cap metal and install new metal counterflashing in lieu of new cap metal as spelled out in the bid documents.

Sixty Six Thousand Dollars ($ 66,000)

Alternate Bid #3 – Rock Ballast

12

Provide amount to **add** to base bid for the installation of new rock ballast as spelled out in the bid documents.

One Hundred Thirty Eight Thousand Dollars ($ 138,000)

Alternate Bid #4 – Polyisocyanurate Insulation

Provide amount to **add** to base bid for the installation of an additional 1-1/2" polyisocyanurate insulation as spelled out in the bid documents.

Two Hundred Twenty Seven Thousand Eight Hundred Dollars ($ 227,800)

Unit Price #1
Cost per board foot to remove and replace deteriorated roof insulation $ 3.75/BF

Unit Price #2
Cost per board foot to remove and replace deteriorated wood blocking $ 4.50/BF

Unit Price #3
Cost per square foot to remove and replace deteriorated metal decking $ 15.75/sf

Unit Price #4
Labor and material cost to remove and replace deficient drain bowl assemblies $ 2,750

BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

5% of bid value on AIA A310 Dollars ($)

The stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the school and shall fully complete the Work within the Contract Time indicated in the Supplementary Conditions.

ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 12/5/22

Addendum No. 2, dated _____

RESPONSIBLE CONTRACTOR
By Submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor

meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

BID FORM SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Bond

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Minnesota, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID
Respectfully submitted this 12th day of December, 2022.

By: Black Hawk Roof Company Inc.
(Name of bidding firm or corporation)

Witness:

By: _____
(Signature)

Attest: _____
(Signature)

Mike Kerker
(Type or print name)

By: Zachary Ryan
(Type or print name)

Title: Sr PM
(Owner/Partner/President/Vice Pres.)

Title: PM
(Corporate Secretary or Assistant Secretary Only)

Address: 619 East 19th St
Cedar Falls, IA 50613

Phone: 319-277-9355

License: C099214

Federal ID No.: 42-1405570

(Affix Corporate Seal Here)

END OF SECTION 00 41 13

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 430173

CONTRACTOR:
(Name, legal status and address)

Black Hawk Roof Company, Inc.
619 E 19th Street
Cedar Falls, IA 50613

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

Independent School District #883 Rockford Area Schools
6051 Ash St
Rockford MN 55373

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:
(Name, location or address, and Project number, if any)
2023 Select Roof Replacement & Facade Restoration Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022

Black Hawk Roof Company, Inc.

(Witness)

(Principal) *(Seal)*

(Title)

Merchants Bonding Company (Mutual)

(Witness) Rachel Franks

(Surety) *(Seal)*

(Title) Cassandra J Daley Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 430173

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cassandra J Daley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of December , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883

BOARD OF EDUCATION

Subject: Acknowledgement of Contributions Resolution

Meeting Date: December 19, 2022

Prepared by: Business Office

Date Prepared: December 13, 2022

	Information		Briefing	X	Action		Enclosure Item(s)

RESOLUTION

Whereas Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, be it resolved by the School Board of Rockford Area Schools, Independent School District 883 that the School Board accepts, with appreciation, the contributions detailed below.

Donor	***Amount***	***Fund***
Corcoran Lions	$1,000.00	RHS FFA Fund
Carol Beasecker		Box of hanging file folders for RAS
Rockford Education Foundation		End of Summer BBQ for Employees
Rockford Education Foundation		SPED Rocket Moment Gift Cards
Emma Mangan	$50.00	Food Service Account (to help pay RMS student lunch accounts for students who have outstanding lunch account balances)
Hamel American Legion Post 394	$250.00	RHS Band Fund (towards saxophone purchase)
Hamel VFW Post 5903	$250.00	RHS Band Fund (towards saxophone purchase)

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Resolution of Facilities Bonds

Meeting Date: December 19, 2022

Prepared by: Michael Hart, PMA

Date Prepared: December 14, 2022

☐	Information	☐	Briefing	☒	Action	☐	Enclosure Item(s)

Michael Hart, PMA will present on Facilities Bonds

- Resolution to Approve Certificate of Participation
- Resolution to Approve General Obligation Capital Facilities Bond

PMA™ SECURITIES

December 19, 2022

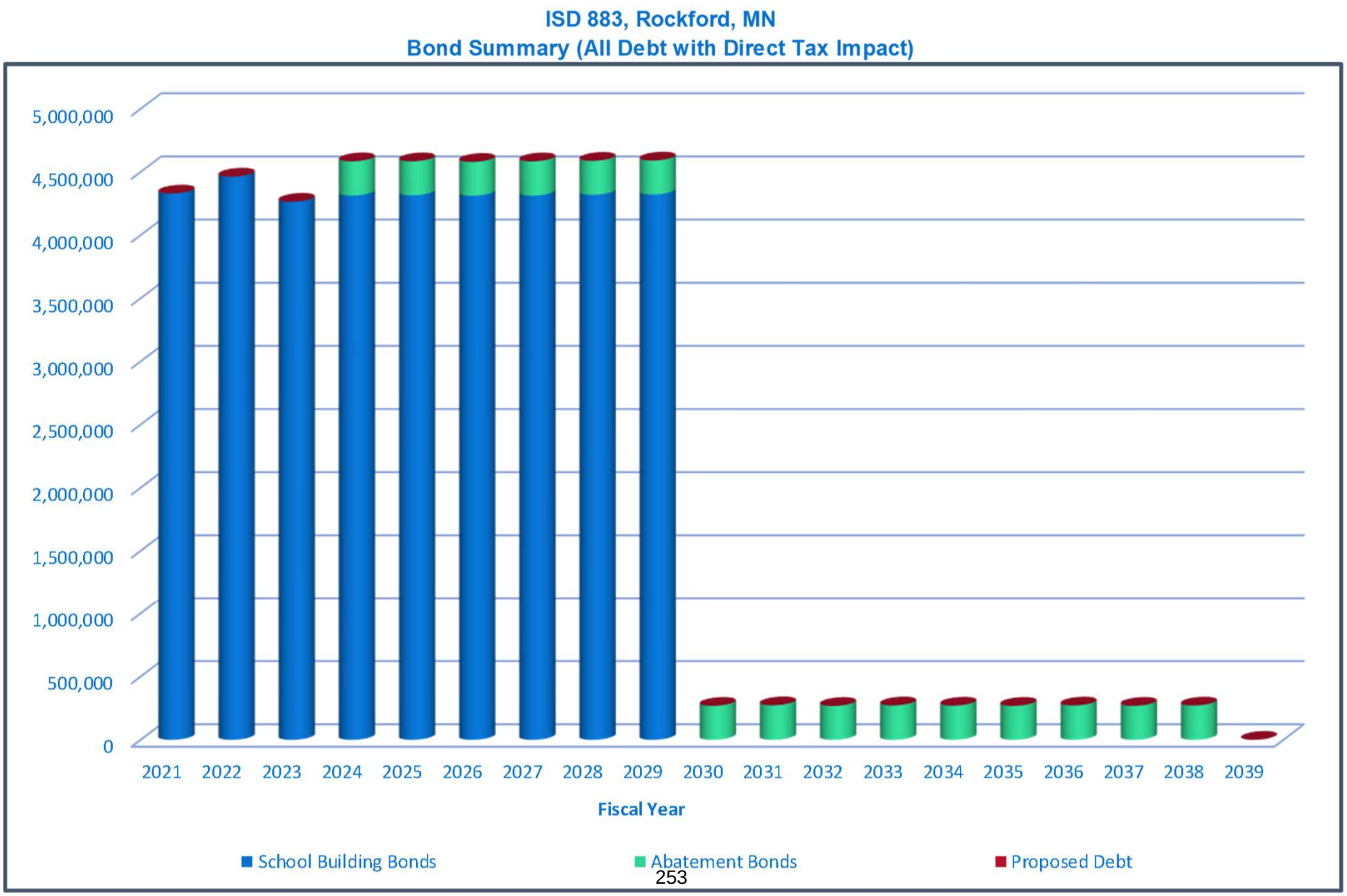
ISD 883
Rockford Area Schools

Facilities Financial Planning

Michael Hart
Director, Public Finance
mhart@pmanetwork.com
612-509-2569

Steve Pumper
Vice President
spumper@pmanetwork.com
612-509-2565

Outstanding Bond Debt



Financing Options

Non-Voter Approved Options

- Long Term Facilities Maintenance Bonds - Completed 2022A
- Capital Facilities Bonds
- Abatement Bonds – Completed 2022A
- Lease Levy

Voter Approved

- School Building Bonds

Financing Summary

	No Tax Increase	New Tax Created
	Capital Facilities	Lease Levy
Identified Projects	Secure entries and remodeling at the middle school	Multi Purpose Room addition at the High School
Estimated Project Capacity	$1,600,000 - $1,850,000	$3,500,000 - $4,500,000
% Usage of Revenue Sources	50%	100%
Financing Issued	Still Available	Still Available

Capital Facilities Bonds

Eligible uses include:

- Improve and repair buildings and sites
- Health and safety improvements
- Energy Modifications
- Security improvements

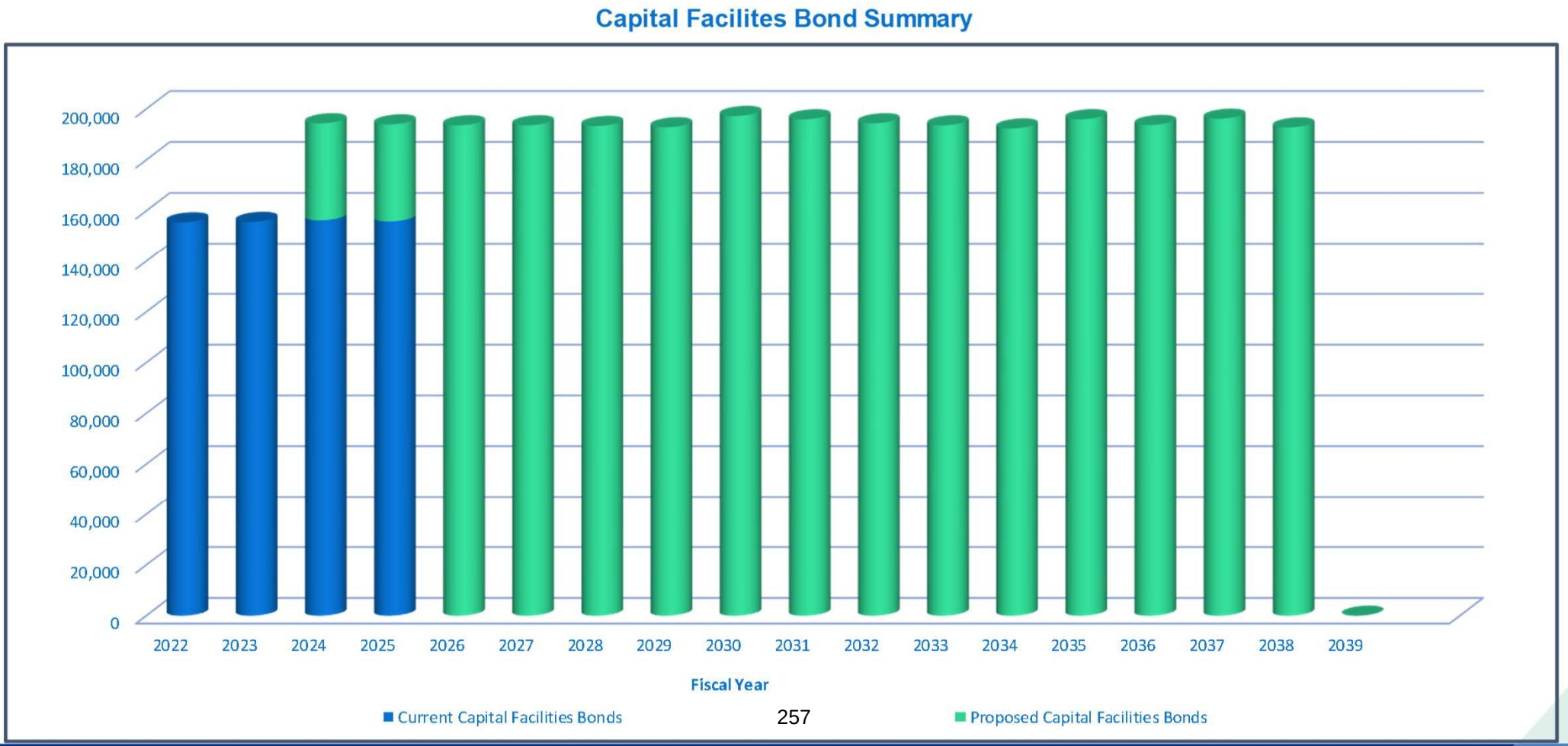
- Utilizes existing operating capital revenues
  - $389,819 for FY 2024
- No voter approval (must allow of petition period)
- Maximum 15 years on Bonds
- No tax impact on most properties
  - Ag land will see a tax decrease due to Ag2School Credit

Capital Facilities Bonding Example

Proposed Bond Size	$ 1,880,000
Available Project Amount	$ 1,725,000
Proposed Bond Term	15
Est. All Inclusive Cost	4.33%

Current rates as of 12-6-2022 plus .75%

Operating Capital Revenue	$ 389,819
Combined Bond Payments	$ 194,247
Avaialble General Fund Operating Capital Revenues	$ 195,572



Lease Purchase with Lease Levy

Eligible uses include:

- Instructional space
- Additions limited to 20% of original building footprint
- No new buildings for K-12 (Early Childhood buildings are eligible)
- School Storage

- No voter approval
- Requires MDE approval
- Lease levy maximum of $212 per APU
- Creates tax impact
- Higher Interest Rates (annual appropriation)
- No Ag2School Credit

Lease Purchase with Lease Levy

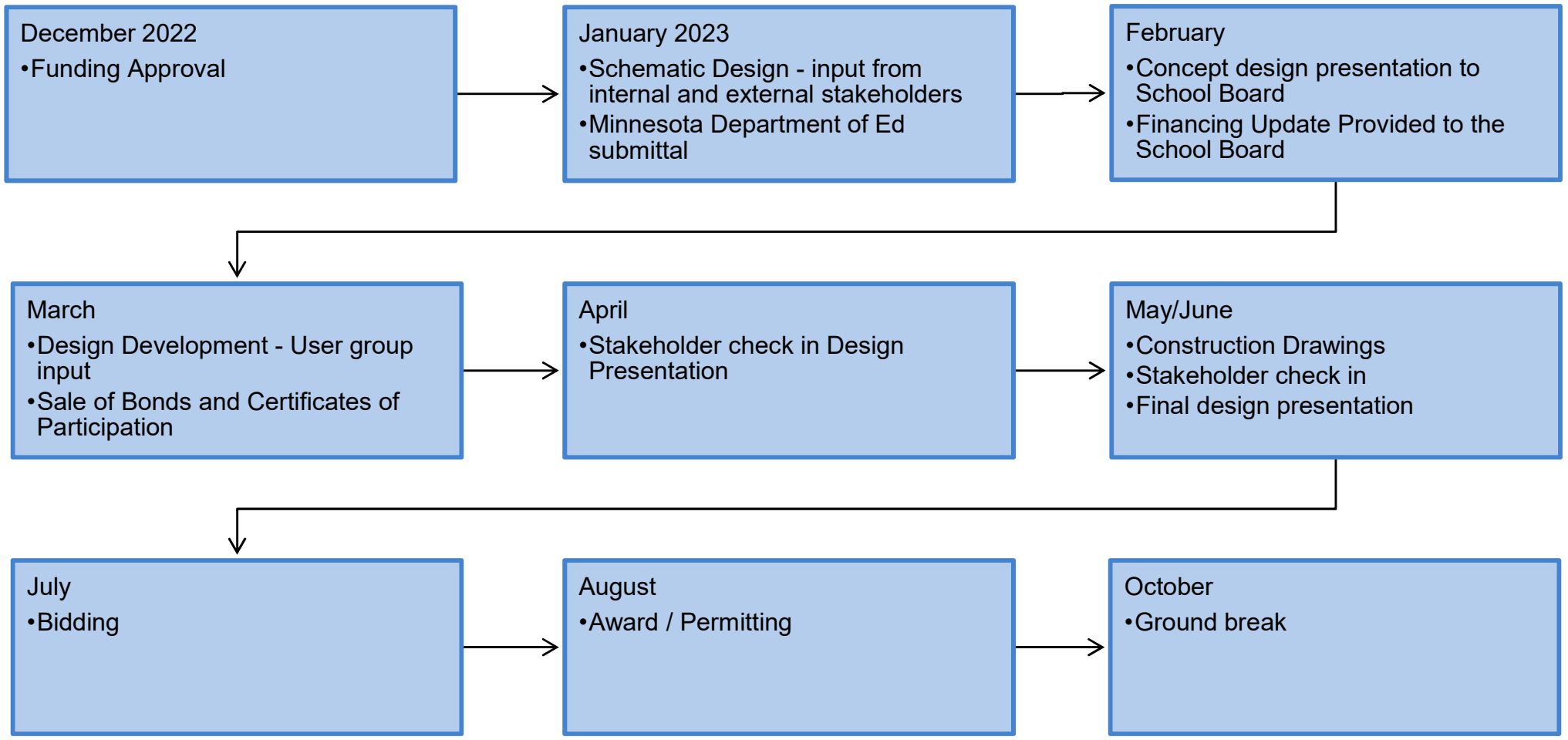
	20 year Lease
Project Amount	$4,100,000
Costs of Issuance	$325,000
Bond Amount	$4,425,000
Term of Bond	20
Assumed AIC	4.96%
Payment	$344,000
Est. District NTC Value (Pay 23)	19,260,892
Additional Tax Rate	1.79%

Maximum Lease Levy FY 2024	$	371,339
Existing Leases FY 2023	$	26,300
Available Lease Authority	$	345,040

Property Type	Est. Market Value	Estimated Annual Tax Increase
Residential Homestead	$100,000	$13
	200,000	32
	300,000	52
	400,000	71
	500,000	89
	600,000	112
	700,000	134
Commercial - Industrial	$100,000	$27
	250,000	76
	500,000	165
	1,000,000	344

- Assumes level payments 20 years
- Rates as of 12-6-22 plus 0.75%

Timeline


December 2022
•Funding Approval
January 2023
•Schematic Design - input from internal and external stakeholders
•Minnesota Department of Ed submittal
February
•Concept design presentation to School Board
•Financing Update Provided to the School Board
March
•Design Development - User group input
•Sale of Bonds and Certificates of Participation
April
•Stakeholder check in Design Presentation
May/June
•Construction Drawings
•Stakeholder check in
•Final design presentation
July
•Bidding
August
•Award / Permitting
October
•Ground break

Board Action 12-19-2022

Certificates of Participation

- Project: Multipurpose room addition and school storage at High School
- Submittal of Approval for Lease Levy by MDE
- Establishes parameters for sale of Certificates of Participation

Parameters:

- Authority given to the Superintendent AND a School Board Officer to execute the documents to complete the bond sale if:
  - Establishes a maximum true interest cost of 6.00%
  - Establishes a maximum par amount of $5,000,000
- Full Board ratifies the sale at its next Board Meeting

Board Action 12-19-2022

General Obligation Capital Facilities Bonds

- Projects: Secure entries and remodeling at Middle School
- Submittal of Approval by MDE
- Publication of Notice and begin petition period
- Establishes parameters for sale of Bonds

Bond Parameters:

- Authority given to the Superintendent AND a School Board Officer to execute the documents to complete the bond sale if:
  - Establishes a maximum true interest cost of 5.50%
  - Establishes a maximum par amount of $2,000,000
- Full Board ratifies the sale at its next Board Meeting

Contact Us

Steve Pumper
Vice President
612-509-2565
spumper@pmanetwork.com

Michael Hart
Director, Public Finance
612-509-2569
mhart@pmanetwork.com

Website:
www.pmanetwork.com

Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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v05.18.22

Extract of Minutes of Meeting
of the Board of Education of
Independent School District No. 883
(Rockford Area Schools)
Wright and Hennepin Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Education of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota, was duly held in the District Office Board Room at Rockford Middle School-Center for Environmental Studies in the City of Rockford, Minnesota, on Monday, December 19, 2022, commencing at 6:30 p.m.

The following directors were present:

and the following were absent:

* * * * * * * * *

The Chair announced that the next order of business was consideration of the following resolution providing for the issuance and sale of the District's Certificates of Participation, Series 2023B, subject to certain parameters, declaring the official intent of the District to reimburse certain expenditures from the proceeds of such certificates, and taking other actions with respect thereto.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF CERTIFICATES OF PARTICIPATION, SERIES 2023B, SUBJECT TO CERTAIN PARAMETERS; DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF SUCH CERTIFICATES; AND TAKING OTHER ACTIONS WITH RESPECT THERETO

BE IT RESOLVED by the Board of Education (the "Board") of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District") as follows:

1. Authorization.

(a) The District is authorized by Minnesota Statutes, Section 465.71, as amended (the "Act"), to enter into lease-purchase agreements for real and personal property.

(b) The District has determined to finance the addition of a multipurpose room and school storage at the District's High School and related site costs (the "Project") on property located in the City of Rockford, Minnesota (the "Site").

(c) The District hereby deems it advisable to provide for the issuance of Certificates of Participation, Series 2023B (the "Certificates"), in the maximum principal amount of $5,000,000, pursuant to the Act, to finance all or a portion of the costs of the Project.

(d) The District intends to enter into an Indenture of Trust (the "Indenture") with a trustee to be selected by the District (the "Trustee"), pursuant to which the Certificates will be issued. The District also intends to enter into a Ground Lease (the "Ground Lease") with the Trustee, as lessee, pursuant to which the Trustee will acquire from the District a leasehold interest in the portion of the Site on which the Project will be constructed and the Project to be constructed thereon (together, the "Leased Property"). Furthermore, the District intends to enter into a Lease-Purchase Agreement (the "Lease-Purchase Agreement") with the Trustee, as lessor, pursuant to which the Trustee will lease the Leased Property back to the District, and the District will make lease repayments to the Trustee, subject to the District's right to non-appropriation.

2. Procedure for Review of Proposals and Selection of Purchaser. The Board authorizes the Superintendent or Business Manager and an officer of the Board designated by the Board (the "Authorized Officials"), with the advice of PMA Securities, LLC, the District's municipal advisor (the "Municipal Advisor"), to review the proposals for the purchase of the Certificates and award the sale of the Certificates to the prospective purchaser (the "Purchaser"), based on the recommendation of the Municipal Advisor, and take any other appropriate action with respect to the Certificates, including but not limited to the execution and delivery of a purchase agreement with respect to the Certificates, provided that the following conditions are met: (i) the principal amount of the Certificates shall not exceed $5,000,000; and (ii) the true interest cost of the Certificates shall not exceed 6.00%.

3. Acceptance of Proposal. The Board will meet at a future meeting after acceptance by the Authorized Officials of the proposal of the Purchaser to ratify such acceptance and take any other appropriate action with respect to the Certificates.

4. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to advertise the Certificates for sale in accordance with the terms of proposal to be prepared for the Certificates.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the District ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Certificates, including but not limited to the Indenture, the Ground Lease, and the Lease-Purchase Agreement. The officers, employees and agents of the District are hereby authorized to assist Bond Counsel and the Municipal Advisor in the preparation of such documents, certificates, and instruments.

6. Covenants. In the resolution ratifying the sale of the Certificates, the Board will set forth the covenants and undertakings required by the Act.

7. Official Statement. In connection with the offer and sale of the Certificates, the officers or employees of the District are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Certificates and to deliver it on behalf of the District upon its completion.

8. Declaration of Official Intent to Reimburse Certain Costs from Proceeds of the Certificates. The District hereby makes this declaration of official intent (the "Declaration") to reimburse the expenditures made for certain costs of the Project, from the proceeds of the Certificates in accordance with Treasury Regulations, Section 1.150-2 (the "Reimbursement Regulations"). All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the District to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

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

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

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA	)	
	)	
COUNTIES OF WRIGHT	)	SS.
	)	
AND HENNEPIN	)	

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Education of the District held on December 19, 2022, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the District's Certificates of Participation, Series 2023B, subject to certain parameters, and declaring the official intent of the District to reimburse certain expenditures from the proceeds of such certificates.

WITNESS My hand officially as such Clerk this _____ day of December, 2022.

_____

Clerk
Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota

Extract of Minutes of Meeting
of the Board of Education of
Independent School District No. 883
(Rockford Area Schools)
Wright and Hennepin Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Education of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota, was duly held in the District Office Board Room at Rockford Middle School-Center for Environmental Studies in the City of Rockford, Minnesota, on Monday, December 19, 2022, commencing at 6:30 p.m.

The following directors were present:

and the following were absent:

* * * * * * * * *

The Chair announced that the next order of business was consideration of the following resolution providing for the issuance and sale of the District's General Obligation Capital Facilities Bonds, Series 2023A, subject to certain parameters, declaring the official intent of the District to reimburse certain expenditures from the proceeds of such bonds, and taking other actions with respect thereto.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL FACILITIES BONDS, SERIES 2023A, SUBJECT TO CERTAIN PARAMETERS; DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF SUCH BONDS; AND TAKING OTHER ACTIONS WITH RESPECT THERETO

BE IT RESOLVED by the Board of Education (the "Board") of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District") as follows:

1. Authorization.

(a) The District is authorized under the provisions of Minnesota Statutes, Chapter 475, as amended, and Section 123B.62, as amended (collectively, the "Act"), to issue general obligation bonds for the purpose of financing certain capital improvements, including the cost of energy modifications, improvement, repair and equipping of school sites and buildings, improving disability accessibility to school buildings, bringing school buildings into compliance with life and safety codes and fire codes, and modifying buildings and equipment for security, unless a petition requesting a referendum regarding issuance of such bonds signed by more than fifteen percent (15%) of the registered voters of the District is filed with the Board within thirty (30) days of the date of adoption of a resolution stating the Board's intent to issue the bonds.

(b) The Board finds it necessary and desirable that the District issue its General Obligation Capital Facilities Bonds, Series 2023A (the "Bonds"), in the aggregate principal amount not to exceed $2,000,000, pursuant to the Act, to finance certain capital facilities projects, including but not limited to securing entries at all District facilities as well as improvement, repair, and equipping at both the District's Middle School and High School sites (collectively, the "Projects").

(c) The District is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the District has retained an independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and its municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

2. Procedure for Review of Proposals and Selection of Purchaser. The Board authorizes the Superintendent or Business Manager and an officer of the Board designated by the Board (the "Authorized Officials"), with the advice of PMA Securities, LLC, the District's municipal advisor (the "Municipal Advisor"), to review the proposals for the purchase of the Bonds and award the sale of the Bonds to the prospective purchaser (the "Purchaser"), based on the recommendation of the Municipal Advisor, and take any other appropriate action with respect to the Bonds, including but not limited to the execution and delivery of a purchase agreement with respect to the Bonds, provided that the following conditions are met: (i) the principal amount of the Bonds shall not exceed $2,000,000; and (ii) the true interest cost of the Bonds shall not exceed 5.50%.

3. Acceptance of Proposal. The Board will meet at a future meeting after acceptance by the Authorized Officials of the proposal of the Purchaser to ratify such acceptance and take any other appropriate action with respect to the Bonds.

4. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to advertise the Bonds for sale in accordance with the terms of proposal to be prepared for the Bonds.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the District ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the District are hereby authorized to assist Bond Counsel and the Municipal Advisor in the preparation of such documents, certificates, and instruments.

6. Covenant as to State Credit Enhancement.

(a) The District hereby covenants and obligates itself to notify the Minnesota Commissioner of Education (the "Commissioner") of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55, as amended (the "State Credit Enhancement Act"), to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the registrar and paying agent for the Bonds (the "Registrar") or any successor paying agent three (3) business days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. The Registrar is authorized and directed to notify the Commissioner if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provisions of the State Credit Enhancement Act, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Minnesota Departments of Management and Budget and Education pursuant to subdivision 2(c) of the State Credit Enhancement Act and otherwise to take such actions as necessary to comply therewith. The Chair, Clerk, Superintendent, or Business Manager of the District is authorized to execute any applicable Minnesota Department of Education forms.

7. Covenants. In the resolution ratifying the sale of the Bonds, the Board will set forth the covenants and undertakings required by the Act.

8. Official Statement. In connection with the offer and sale of the Bonds, the officers or employees of the District are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the District upon its completion.

9. Declaration of Official Intent to Reimburse Certain Costs from Proceeds of the Bonds. The District hereby makes this declaration of official intent (the "Declaration") to reimburse the expenditures made for certain costs of the Projects, from the proceeds of the Bonds in accordance with Treasury Regulations, Section 1.150-2 (the "Reimbursement Regulations"). All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the District to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred

prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

10. Publication of Notice of Intended Projects and Intent to Issue the Bonds. The Clerk is authorized to publish a notice of the intended Projects and the District's intent to issue the Bonds in the official newspaper of the District, in substantially the form attached as EXHIBIT A hereto, as soon as reasonably practicable after adoption of this resolution.

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

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

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF CAPITAL FACILITIES PROJECTS

Independent School District No. 883
(Rockford Area Schools)
Wright and Hennepin Counties, Minnesota

Notice is hereby given that the Board of Education (the "Board") of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District"), intends to issue its general obligation capital facilities bonds in the maximum aggregate principal amount of $2,000,000 (the "Capital Facilities Bonds") pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 123B.62, as amended. The proceeds of the Capital Facilities Bonds will be used to finance certain capital facilities projects, including but not limited to securing entries at all District facilities as well as improvement, repair, and equipping at both the District's Middle School and High School sites.

The total amount of District indebtedness as of December 1, 2022 is $33,393,000. If these proposed Capital Facilities Bonds are issued, the total indebtedness of the District will be $35,393000.

If a petition calling for a referendum on the Capital Facilities Bonds signed by more than fifteen percent (15%) of the registered voters of the District is filed with the Board within thirty (30) days of December 19, 2022 (the date of adoption of a resolution stating the District's intent to issue the Capital Facilities Bonds), the Capital Facilities Bonds may not be issued unless approved by fifty percent (50%) plus one (1) of the voters voting at a referendum on the question of their issuance.

Dated: December 19, 2022

BY ORDER OF THE BOARD OF EDUCATION

/s/ Jessica M. Johnson
Clerk
Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota

STATE OF MINNESOTA	)	
	)	
COUNTIES OF WRIGHT	)	SS.
	)	
AND HENNEPIN	)	

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota (the "District"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Education of the District held on December 19, 2022, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the District's General Obligation Capital Facilities Bonds, Series 2023A, subject to certain parameters, and declaring the official intent of the District to reimburse certain expenditures from the proceeds of such bonds.

WITNESS My hand officially as such Clerk this _____ day of December, 2022.

_____

Clerk
Independent School District No. 883 (Rockford Area Schools), Wright and Hennepin Counties, Minnesota

ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Facilities Design Project

Meeting Date: December 19, 2022

Prepared by: Ryan Hoffman, ICS

Date Prepared: December 15, 2022

☐	Information	☐	Briefing	☒	Action	☐	Enclosure Item(s)

Ryan Hofman to present to the board to Approve Master Service Agreement Amendment for design and management of Lease Levy and Capital Facilities Bond projects

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Rockford Area Schools, ISD 883
Multi-Purpose Room Addition and
Security Enhancements

Rockford Elementary School
7650 County Road 50
Rockford, MN 55373

Rockford Middle School
6051 Ash Street
Rockford, MN 55373

Rockford Area High School
7600 County Road 50
Rockford, MN 55373

AGREEMENT INFORMATION:
Date: May 1, 2022

AMENDMENT INFORMATION:
Amendment Number: 002

Date: December 19, 2022

OWNER: *(name and address)*
Rockford Area Schools, Independent
School District 883
6051 Ash Street
Rockford, MN 55373

ARCHITECT: *(name and address)*
ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101

Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements the B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, and the C132-2019, Standard Form of Agreement Between Owner and Construction Manger as Adviser, dated May 1, 2022 between Rockford Area Schools, Independent School District 883 and ICS as (Program Manager or Construction Manager) for the project known as Rockford Elementary & Middle School Parking Lot Improvements.

General Summary:
The project will consist of input, design and construction of a multi-purpose room addition to the Rockford Area High School. The additional will allow for a variety of educational and community education programs to be housed at the high school. The addition will be approximately 10,000-11,000 sf. This project will also renovate all school facilities to enhance their main entrance locations to require all visitors to check in with school staff prior to entering the school.

Specific areas to be addressed:

Rockford Area High School
- 10,000-11,000 sf multi-purpose addition
- Toilet room(s)
- Storage
- Commons/Access
- Team room
- Enhanced secure entrance

Rockford Middle School
- Enhanced secure entrance - MS
- Enhanced secure entrance - District Office

Rockford Elementary School
-Enhanced secure entrance

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User Notes: (3B9ADA3E)

Construction Supervision Required:
ICS will provide Construction Oversight, Management and periodic Site Supervision in relation to these projects.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Rockford Area High School
Construction budget - $4,250,000-$4,500,000

Rockford Middle School
Construction budget - $450,000-$500,000

Rockford Elementary School
Construction budget - $100,000-$125,000

Budget Summary:
Construction: $4,800,000-$5,125,000
Soft Costs: $600,000-$650,000
Total Project: $5,400,000-$5,775,000

Proposed Fee:
Fee Basis Amount: $5,000,000
Reimbursable allocation: Per Master Service Agreement Dated May 1, 2022

Total Fee for project: $600,000
*Fee for construction documents only - $400,000

Schedule Adjustment:
Design: Spring 2023
Bidding: Summer 2023
Construction: Fall 2023 - Winter 2024
Completion: Spring 2025

SIGNATURES:

ICS Consulting, LLC (ICS)	Rockford Area Schools, Independent School District 883
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Andy Faulkner, Executive Vice President	Rhonda Dean, Superintendent
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

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ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

Subject: Consent for Principals' Association Master Agreement 2022-2024

Meeting Date: December 19, 2022

Prepared By: Department of Human Resources

Date Prepared: December 16, 2022

	Information		Briefing	X	Action		Enclosure Item(s)

The District and School Board Committee for the Principals' Association Master Agreement are recommending approval of the 2022-2023 and 2023-2024 Principals' Association Master Agreement.

Key Points:

- Update to MSBA Principals Contract Model Template language
- Increase in duty days
- Removal of payout/carry-over for unused days off
- Health/HSA and dental district contribution increase
- Deferred compensation district contribution increase
- Removal of mileage reimbursement within regular commute distance
- Personal leave increase to align with increased duty days
- Associate principal language added
- Salary increase

Note: Redline version key -

- Grey highlighted denotes added/changed language
- Strikethrough denotes removed language
- ** denotes language that has been moved from a different section

Master Agreement

Between

Independent School District No. 883

Rockford, Minnesota

And the

Rockford Public Schools Principals' Association

July 1, 2022, through June 30, 2024

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ARTICLE I

PURPOSE

Section 1. Parties: This agreement is entered into between Independent School District No. 883, Rockford, Minnesota, hereinafter referred to as the District or School District, and the Rockford Public Schools Principals' Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Rockford Public Schools Principals' Association as the Exclusive Representative of principals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all principals of the School District as defined in this Agreement and in PELRA.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the School District's personnel policies affecting the working conditions of the principals. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Principal: The term "principal" shall include all persons in the appropriate unit including principals on special assignment employed by the School Board in a position for which the person must be licensed by the State of Minnesota as a principal or associate principal and who devote more than fifty percent (50%) of their time to administrative and supervisory duties, excluding the following: Superintendent, assistant superintendent, confidential employees, supervisory employees, and such other employees excluded by law. Reference to "principal" in this Agreement shall mean principals and associate principals except in those cases in which a clear distinction between the two positions exists.

Section 3. District or School District: For purposes of administering this Agreement, the term "District/School District" shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel.

Section 2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all principals shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. All employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly included in this Agreement, and all managerial rights and managerial functions not specifically expressly in this Agreement are reserved to the School District.

ARTICLE V

PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or ~~his/her~~their representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the

purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Personnel Files: Pursuant to M.S. 122A.40, all evaluations and files relating to individual principals shall be available during regular School District business hours to the particular principal upon ~~his/her~~their written request. The principal shall have the right to reproduce any of the contents of ~~his/her~~their file at the principal's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE VI

**DUTY YEAR

Section 1. Principal Duty Days: The School Board shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Duty Year: The duty year for principals and associate principals shall be ~~215 days~~twelve (12) months and shall include 260 days. The duty year for principals shall include eleven (11) paid holidays and thirty (30) paid personal days.

Section 3. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the Superintendent.

Section 4. Non-Duty Days: Unless otherwise approved, in writing, by the Superintendent, all non-duty time to which a principal is entitled for a given contractual year shall be taken by the following August 31st. Payout and carry-over of unused time will generally not be approved.

Section 5. School Closings: In the event a duty day(s) is lost for any reason, the principal shall perform duties on such other day(s) in lieu thereof as the School Board or designee shall determine. In the event that principal duty days are not rescheduled, the principal's compensation shall be reduced in the amount of ~~1/215~~1/260 of the principal's basic salary, unless the principal is on a paid leave of absence.

****Section 6. Absence for Professional Responsibilities:** Principals who are selected or elected to serve on Regional and/or State, or National professional association committees, boards, or as officers, may be granted the necessary time to perform these duties without loss of pay, provided the Superintendent is notified at least one (1) week in advance of any contemplated absence from the School District for each purpose. The Superintendent shall have the authority to approve or disapprove the necessary time off to the maximum of seven (7) days per year.

ARTICLE VII

COMPENSATION

Section 1. Salary Schedule: The salaries reflected in Schedule A attached hereto shall be part of the Agreement for the 2022-2024 school years.

Section 2. Doctorate Pay: $2,000 will be added to the salary for a principal who has earned their doctorate degree by the beginning of the contract year.

Section 3. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence. "Annual salary" shall include a principal's basic salary and pay for additional/extended assignments if any.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no principal shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. High Deductible Plan Health and Hospitalization Insurance: The School District shall contribute the premium cost up to a sum not to exceed $26,500 annually ~~for a high deductible major medical and hospitalization insurance~~ for each full-time principal employed by the School District who qualifies for and is enrolled in single or ~~dependent~~family coverage in one of the School District's group high deductible health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 4. Health Savings Account: On January 1 of each year, ~~the IRS allowable rate will be deposited into the principal's health care savings account to the extent available after first funding the premiums for their high deductible health care plan for the calendar year.~~the School District shall deposit the maximum IRS allowable contribution for single coverage into the principal's health care savings account, for any principal enrolled in the high deductible health insurance plan.

~~**Section 5. Contribution Limit:** The contribution limit for the totals of section 2,3 and 4 above will not exceed $22,400 for 2020-21 and 2021-22.~~

Section 5. Long Term Disability Insurance: The School Board shall contribute 100% of the premium for long term disability insurance for each principal employed by the district who qualifies for and is enrolled in the School District long term disability insurance program. It is agreed and understood that said long term disability insurance shall provide combined monetary benefits to each principal eligible to receive such benefits of at least, but not limited to, 66% of the principal's normal salary.

Section 6. Term Life Insurance: The School Board shall contribute 100% of the premium towards a group term life insurance program with coverage of $250,000 per principal, $5,000 on the spouse, and $2,000 on each child who qualifies for and is enrolled in the School District group life insurance program.

Section 7. Dental Insurance: The School District shall contribute a sum not to exceed ~~$41 per month~~$540 annually, distributed equally across 12 months, toward the premium for employee only dental insurance coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 8. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Duration of Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 10. Eligibility: Principals who are employed full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in Section 10.1 below.

Section 10.1. Eligibility: Full benefits provided in this article are designated for principals who are employed as principals an average of at least ~~thirty-seven and one-half (37.5)~~forty (40) hours per week. Principals who are employed as principals an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE IX

**DEFERRED COMPENSATION MATCH PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each principal who is employed by the School District pursuant to the provisions of this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-Time Principals: Full-time principals shall be eligible for an annual School District matching contribution of ~~$2,000~~$3,000 per contract year, on a dollar-for-dollar basis. Participation in the matching plan is voluntary.

Subd. 2. Part-Time Principals: Eligible part-time principals shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd. 3. Year of Principalship Service: For purposes of this section, a year of principalship service in the School District means working as a principal on at least ~~215~~260 days in a single school year.

Section 3. Vendors: Participation in the benefits in this article is limited to principals who select ~~one (1) of the vendors as outlined in the Rockford Area Schools Employee Handbook~~a vendor from the School District vendor list.

Section 4. Notice of Participation: To be eligible for the provisions of this article, a principal must notify the Pay and Benefits Clerk, in writing, by July 1st of the principal's intention to participate in this matching program and the amount of the principal's contribution. This notice shall continue from year to year at the specified amount unless the principal notifies the School District, in writing, otherwise.

Section 5. Payment: The principal's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: A principal on unpaid leave may not participate in the provisions of this article.

Section 7. Deduction for Severance Pay: In the event a principal is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment agreement at the time of the principal's retirement.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law. Annual contributions are limited by both Federal and State laws pursuant to M.S. 123B.02, Subd. 15. and Section 403(b) of the Internal Revenue Code.

Subd. 1. Principal Obligations: It shall be the principal's responsibility to ensure that their matching plan complies with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulation shall not be exceeded. In the event this plan is determined to be non-qualified in accordance with any laws or IRS rules applicable to 457/403(b) plans, the plan shall terminate. During the next round of negotiations, the parties shall negotiate to correct the plan or find alternative plans allowed by law.

Subd. 2. School District Obligations: The School District's only obligation under this agreement is to contribute an amount to the appropriate deferred compensation or tax-deferred service provider. The School District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. The Principal's Association and its members shall hold the School District harmless in the event of any financial, legal, or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the principal and the service provider.

ARTICLE X

LEAVES OF ABSENCE

Section 1: Sick Leave:

Subd. 1. Earning: A full-time principal shall earn eighteen (18) days of sick leave each year of employment as a principal by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one-hundred and twenty (120) days of sick leave per principal.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a principal's absence is due to the principal's ~~illness and/or disability~~health needs that prevented ~~his/her~~their attendance at school and performance of duties on that day or days. Also, a principal may use ~~his/her~~their accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District may limit such use of sick leave as provided in the statute.

Subd. 4. Medical Certificate: The School District may require a principal to furnish a medical certificate from a qualified ~~physician as evidence of any illness and/or disability~~health care professional pursuant to this section, indicating such absence was due to ~~illness and/or disability~~a health need, in

order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School District. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the principal.

Subd. 6. Approval: Sick leave pay may be approved only upon the principal's submission of a signed request for sick leave.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave: With the written approval of the Superintendent, up to five (5) days of leave may be allowed in each case, the days to be deducted from sick leave, for death in a full-time principal's immediate family. "Immediate family" is defined as the principal's spouse, child, or parent, sibling, grandparents, in-laws, grandchildren, or other relative who was living in the same household as the principal. One (1) day of sick leave may be used to attend a funeral of an uncle, aunt, or close friend.

Section 4. Emergency Leave:

Subd. 1. Use: A full-time principal may be granted an emergency leave with the written approval of the Superintendent of no more than two (2) days per year, noncumulative, the day(s) used will be deducted from the principal's sick leave, for any situation that arises requiring the principal's emergency attention that cannot be attended to when school is not in session and that is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for emergency leave must be made, in writing, to the Superintendent at least three (3) days in advance, unless the Superintendent determines that such advance notice was not possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, they determine that such leave should not be granted. All leaves must have prior, written approval.

Subd. 3. Non-Eligible Days: Emergency leave shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of each school year.

Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) principal-parent of a natural or adopted infant child, provided such principal-parent is caring for the child on a full-time basis.

Subd. 2. Request: A principal making application for childcare leave shall inform the Superintendent, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave, unless the Superintendent determines that such advance notice was not possible.

Subd. 3. Medical or Placement Statement: A principal will provide, at the time of the leave application or upon availability from the placement professional, a statement from the attending physician or adoption placement professional indicating the expected date or delivery or placement.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

(a) grant any leave for more than twelve (12) months in duration;
(b) permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: A principal returning from child care leave shall be reinstated in a position the principal is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the principal to return by the date determined under this section shall constitute grounds for termination unless the School Board and the principal mutually agree, in writing, to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. General Leave of Absence:

Subd. 1. Application: Principals with a minimum of three (3) years of experience as a principal in the School District may apply, in writing, to the Superintendent for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School District or designee.

Subd. 2. Purpose: Such leave may be granted by the School District for overseas teaching, participation in the Peace Corps, Vista, and/or National Teacher Corps, extended illness of the principal, extended illness in the principal's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, principal organization activity, service in public office, or other reasons deemed appropriate by the School District.

Subd. 3. Notification: A principal on such leave shall notify the Superintendent, in writing, no later than April 1st of the final leave year of the principal's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, in its sole discretion, waive the April 1st notice date if the School Board determines special circumstances are involved. A principal who fails to notify the Superintendent as required may be subject to discipline.

Section 7. Medical Leave:

Subd. 1. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 2. Medical Leave of Absence: Pursuant to M.S. 122A.40, Subd. 12., principals shall have a right to leave of absence for health reasons. A continuing contract principal who is unable to perform ~~his/her~~their duties because of illness or injury and who has exhausted all sick leave credit available, or

has become eligible for long-term disability compensation, shall, upon request be granted a medical leave of absence without pay, for up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd. 3. Doctor's Statement: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the principal is expected to be able to resume normal contractual duties.

Section 8. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the principal is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the principal must pay the entire premium to the School District for any insurance retained.

Section 11. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that accrued at the time the leave began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 12. Eligibility: Full leave benefits provided in this article shall apply only to principals who are employed as principals on an average of at least ~~thirty-seven and one-half (37.5)~~forty (40) hours per week.

ARTICLE XI

**OTHER BENEFITS

Section 1. Professional Membership: The School District will pay dues for the principal's membership in one (1) appropriate state professional organization and affiliated national organization.

Section 2. Personal Motor Vehicle:

Subd. 1. Availability: Principals are required to have their personal motor vehicle at the building to which they are assigned, on the days in which they are present at their assigned building carrying out the duties of the principal. The only exceptions to this requirement would be whenever the vehicle would be serviced, down for repair, or for personal emergency.

Subd. 2. Mileage Reimbursement: Reimbursement for approved travel by private automobile is based upon the current Internal Revenue Service rate per mile, in accordance with current School District policies and procedures for mileage reimbursement. Current Internal Revenue Service rules determine the allowable mileage that is reimbursed. Mileage is not paid if the total mileage driven is less

than the principal's regular commute distance.~~Claim forms are available in all offices and the completed forms are to be submitted to your immediate supervisor.~~

Section 3. Court Days: Principals shall receive pay for days they are required to be in court for school related cases.

****Section 4. Professional Development:** The School District will allow for principals to attend, on a rotating basis, national conferences, seminars, or other sessions based on approval of the Superintendent. The School District will allow principals to attend training programs, seminars or conferences based on approval of the Superintendent. The School Board shall pre-pay commercial transportation fees for expenses under this article. Upon application of the principal, the School Board shall reimburse for other expenses incurred relevant to the professional conference, convention or meeting. Other incurred expenses may include transfers, meals, registration, etc.**

The School Board shall allocate an aggregate sum not to exceed $520 to cover the costs of professional development, upon approval from the Superintendent. Professional development fund disbursement under this article is subject to School District policies and procedures for approval and processing.

****Section 5. Personal Leave:** ~~At the beginning of each school year each principal shall be credited with five (5) days to be used for the principal's personal business. The superintendent must agree before more than two successive days can be taken. At the end of the school year, the principal may submit for pay for up to 2 unused personal days at the rate of $420.00 per day.~~Principals shall accrue personal leave up to 30 days each duty year. A personal day may be used for any reasonable purpose at the discretion of the principal.

Personal days must be received in writing and are subject to Superintendent approval. A personal day shall not be granted for the day preceding or the day following the first and last days of each school year. No more than one (1) principal shall be granted approval for personal days at one time, during student contact days, and personal days shall be approved on a first-come, first-served basis on these occasions. During student contact days, principals shall not be approved for more than five (5) consecutive personal days.

Section 6. Holidays: Paid holidays shall include New Years Day, Presidents Day, Good Friday (or a floating holiday if school is in session on Good Friday), Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

~~**Section 6. Cell Phone Allowance:** Beginning with the 2016-17 school year, $600.00 will be paid to each principal as a cell phone allowance annually. Payment to be made by June 30 of each year.~~

Section 7. Supervision Pay: Supervision or student support is a performance responsibility. $1,500 shall be paid each year to compensate the principal for ~~supervisory activities determined by the Activities Director for athletic events and by the principal themselves for~~attendance at regularly scheduled events in their buildings that require supervision (such as plays and concerts). Such attendance may be required by the Superintendent as requested by the Activities Director for athletic events or recommended by the principal themselves. Payment shall be made by June 30th of each year.

ARTICLE XII

~~PROGRESSIVE~~ DISCIPLINE PROCEDURE

Section 1. Discipline: Discipline ~~shall~~may consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, or discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

Section 2. Grounds for Disciplinary Action: The imposition of an oral or written reprimand shall not be subject to the grievance procedure. A principal may challenge the contents of any written materials in ~~his/her~~their personnel file pursuant to the provisions of M.S. 122A.40. **Suspension shall take effect only after written notification has been provided to the principal.** A principal who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or ~~his/her~~their designee. If a suspension without pay is to be considered, the principal shall be afforded an opportunity to meet with the Superintendent and ~~his/her~~their designee.

Section 4. Removal from Duty – Investigation: This article shall not apply to a principal who is removed from duty on paid suspension pending investigation of allegations or to a principal charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE XIII

**GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word "grievance" shall mean a written allegation by a principal that the principal has been injured as a result of a dispute or disagreement between the principal and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant: The word "grievant" shall mean an individual principal who files a grievance as defined in Subd. 1. above.

Subd. 3. Days: Any reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant, other administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time

begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provisions(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the principal and the School District's designee.

Section 5. Resolution of Grievance: The School District and the principal shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Grievance Mediation: In the event that the grievant and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Prior Process Required: No grievance shall be considered by the mediator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 4. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 5. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 6. Recommendation: The recommendations of the mediator, if any, shall be advisory and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 9. Arbitration Procedures: In the event that the grievant and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant. Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level II or completion of the grievance mediation procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

(a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:
    1. The issues involved.
    2. Statement of the facts.

3. Position of the grievant.
4. The written documents relating to Section 5, Article VI of the grievance procedure.

(b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before ~~him/her~~them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Sub. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before ~~him/her~~them pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., that article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Principal: "Principal" shall mean those members of the unit as defined by PELRA and this Agreement.

Subd. 2. Qualified: "Qualified" shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience in such administrator position and building grade level assignment within the past five (5) years.

Subd. 3. Seniority: For purposes of this article, "seniority" commences with the first day of continuous administrative service as a principal in the School District.

Subd. 4. Days: For the purposes of this article, "days" shall mean working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Section 3. ULA:

Subd. 1. Terms: The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of five (5) years, after that the right to reinstatement shall terminate; provided the principal's right to reinstatement shall also terminate if the principal fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd. 2. Notice: Principals placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Principals shall be placed on ULA in inverse order of seniority in the position and grade level assignment employed with the following exception: no principal shall be placed on ULA if any other qualified principal employed in the same position and grade level assignment is on a "Principal Improvement Plan" as provided for in M.S. 123B.147.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of principals creates a situation requiring that a choice be made among principals who have equal seniority, the selection of the principal(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for which the principal is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior principal.

Section 5. Reinstatement:

Subd. 1. Process: No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

Subd. 2. Notices: When placed on ULA, a principal must file ~~his/her~~their name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient. The principal on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-Employment: If a position becomes available for a qualified principal on ULA, the School District shall mail the notice to such principal, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified principal.

Section 6. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, position, and grade level assignment) to be prepared from its records. This list shall be available to view in the School District office by January 20th.

Subd. 2: Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of the list's availability to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within twenty (20) days from the date of the original list, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Section 7. Filing of Licenses: In any year that a reduction of principal positions is occurring and the School Board is placing principals on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 2., Subd. 1. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd.14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XV

COMPENSATION SCHEDULE A

This agreement lists annual salaries of the Rockford Public Schools Principals' Association for ~~the 2020-2021 and 2021-2022 school years.~~2022-2024.

	~~2020-21 (Retro Pay)~~	~~2021-2022~~
~~Elementary Principal~~	~~$114,950~~	~~$117,250~~
~~Middle School Principal~~	~~$114,950~~	~~$117,250~~
~~High School Principal~~	~~$114,950~~	~~$117,250~~
~~Principal on Special Assignment~~	~~$110,000~~	~~$111,000~~

	2022-2023	**2023-2024**
Elementary Principal	$126,145	$129,900
Middle School Principal	$126,145	$129,900
High School Principal	$126,145	$129,900
Associate Principal	$105,000	$108,150

~~Quality Compensation Pay: The district will pay the following stipends upon successful completion of the goals set forth and approved by the goals set forth and approved by the Superintendent annually for the 2021-21 and 2021-22 years:~~

	Not Accomplished	Partially Accomplished	Fully Accomplished
~~Goal 1~~	~~0~~	~~$500~~	~~$1000~~
~~Goal 2~~	~~0~~	~~$500~~	~~$1000~~
~~Goal 3~~	~~0~~	~~$500~~	~~$1000~~
~~Goal 4~~	~~0~~	~~$500~~	~~$1000~~

Career Increment Pay:

After completing the years of service below, the associated dollar amount will be added to the qualifying principal's annual salary. This amount will be payable on June 30th of each school year.

Years of Service	Career Increment Pay
6-11	$1,000
12-17	$2,000
18 and above	$3,000

ARTICLE XVI

PUBLIC OBLIGATION

Section 1. Mutual Recognition: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2: Work Stoppage: **The principals covered in this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out School Board policy and ensuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppages of other district employees.** The ~~Exclusive Representative~~principals covered in this Agreement further agree that they shall not engage in any strike or unfair labor practice as defined by PELRA. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XVII

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2024 and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. At that time, all pay and benefits will be made retroactive to July 1st of the year in which the contract is in effect. If the Exclusive Representative desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent pursuant to PELRA no later than May 1, 2024, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, _____.

_____
Principal

IN WITNESS WHEREOF, we have subscribed our signatures this _____ day of _____, _____.

_____
School Board Chair

_____
School Board Clerk

Master Agreement

Between

Independent School District No. 883

Rockford, Minnesota

And the

Rockford Public Schools Principals' Association

July 1, 2022, through June 30, 2024

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ARTICLE I

PURPOSE

Section 1. Parties: This agreement is entered into between Independent School District No. 883, Rockford, Minnesota, hereinafter referred to as the District or School District, and the Rockford Public Schools Principals' Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Rockford Public Schools Principals' Association as the Exclusive Representative of principals employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all principals of the School District as defined in this Agreement and in PELRA.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the School District's personnel policies affecting the working conditions of the principals. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Principal: The term "principal" shall include all persons in the appropriate unit including principals on special assignment employed by the School Board in a position for which the person must be licensed by the State of Minnesota as a principal or associate principal and who devote more than fifty percent (50%) of their time to administrative and supervisory duties, excluding the following: Superintendent, assistant superintendent, confidential employees, supervisory employees, and such other employees excluded by law. Reference to "principal" in this Agreement shall mean principals and associate principals except in those cases in which a clear distinction between the two positions exists.

Section 3. District or School District: For purposes of administering this Agreement, the term "District/School District" shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel.

Section 2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all principals shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. All employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly included in this Agreement, and all managerial rights and managerial functions not specifically expressly in this Agreement are reserved to the School District.

ARTICLE V

PRINCIPAL RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or their representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the

purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Personnel Files: Pursuant to M.S. 122A.40, all evaluations and files relating to individual principals shall be available during regular School District business hours to the particular principal upon their written request. The principal shall have the right to reproduce any of the contents of their file at the principal's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE VI

DUTY YEAR

Section 1. Principal Duty Days: The School Board shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Duty Year: The duty year for principals and associate principals shall be twelve (12) months and shall include 260 days. The duty year for principals shall include eleven (11) paid holidays and thirty (30) paid personal days.

Section 3. Scheduling of Duty Days: The duty day schedule for principals shall be subject to the approval of the Superintendent.

Section 4. Non-Duty Days: Unless otherwise approved, in writing, by the Superintendent, all non-duty time to which a principal is entitled for a given contractual year shall be taken by the following August 31st. Payout and carry-over of unused time will generally not be approved.

Section 5. School Closings: In the event a duty day(s) is lost for any reason, the principal shall perform duties on such other day(s) in lieu thereof as the School Board or designee shall determine. In the event that principal duty days are not rescheduled, the principal's compensation shall be reduced in the amount of 1/260 of the principal's basic salary, unless the principal is on a paid leave of absence.

Section 6. Absence for Professional Responsibilities: Principals who are selected or elected to serve on Regional and/or State, or National professional association committees, boards, or as officers, may be granted the necessary time to perform these duties without loss of pay, provided the Superintendent is notified at least one (1) week in advance of any contemplated absence from the School District for each purpose. The Superintendent shall have the authority to approve or disapprove the necessary time off to the maximum of seven (7) days per year.

ARTICLE VII

COMPENSATION

Section 1. Salary Schedule: The salaries reflected in Schedule A attached hereto shall be part of the Agreement for the 2022-2024 school years.

Section 2. Doctorate Pay: $2,000 will be added to the salary for a principal who has earned their doctorate degree by the beginning of the contract year.

Section 3. Pay Deduction: Whenever pay deduction is made for a principal's absence, the annual salary divided by the number of principal duty days shall be deducted for each day's absence. "Annual salary" shall include a principal's basic salary and pay for additional/extended assignments if any.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no principal shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. High Deductible Plan Health and Hospitalization Insurance: The School District shall contribute the premium cost up to a sum not to exceed $26,500 annually for each full-time principal employed by the School District who qualifies for and is enrolled in single or family coverage in one of the School District's group high deductible health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 4. Health Savings Account: On January 1 of each year, the School District shall deposit the maximum IRS allowable contribution for single coverage into the principal's health care savings account, for any principal enrolled in the high deductible health insurance plan.

Section 5. Long Term Disability Insurance: The School Board shall contribute 100% of the premium for long term disability insurance for each principal employed by the district who qualifies for and is enrolled in the School District long term disability insurance program. It is agreed and understood that said long term disability insurance shall provide combined monetary benefits to each principal eligible to receive such benefits of at least, but not limited to, 66% of the principal's normal salary.

Section 6. Term Life Insurance: The School Board shall contribute 100% of the premium towards a group term life insurance program with coverage of $250,000 per principal, $5,000 on the spouse, and $2,000 on each child who qualifies for and is enrolled in the School District group life insurance program.

Section 7. Dental Insurance: The School District shall contribute a sum not to exceed $540 annually, distributed equally across 12 months, toward the premium for employee only dental insurance coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

Section 8. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Duration of Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 10. Eligibility: Principals who are employed full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in Section 10.1 below.

Section 10.1. Eligibility: Full benefits provided in this article are designated for principals who are employed as principals an average of at least forty (40) hours per week. Principals who are employed as principals an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE IX

DEFERRED COMPENSATION MATCH PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each principal who is employed by the School District pursuant to the provisions of this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-Time Principals: Full-time principals shall be eligible for an annual School District matching contribution of $3,000 per contract year, on a dollar-for-dollar basis. Participation in the matching plan is voluntary.

Subd. 2. Part-Time Principals: Eligible part-time principals shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd. 3. Year of Principalship Service: For purposes of this section, a year of principalship service in the School District means working as a principal on at least 260 days in a single school year.

Section 3. Vendors: Participation in the benefits in this article is limited to principals who select a vendor from the School District vendor list.

Section 4. Notice of Participation: To be eligible for the provisions of this article, a principal must notify the Pay and Benefits Clerk, in writing, by July 1st of the principal's intention to participate in this matching program and the amount of the principal's contribution. This notice shall continue from year to year at the specified amount unless the principal notifies the School District, in writing, otherwise.

Section 5. Payment: The principal's contribution shall be made by payroll deduction.

Section 6. Unpaid Leave: A principal on unpaid leave may not participate in the provisions of this article.

Section 7. Deduction for Severance Pay: In the event a principal is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment agreement at the time of the principal's retirement.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law. Annual contributions are limited by both Federal and State laws pursuant to M.S. 123B.02, Subd. 15. and Section 403(b) of the Internal Revenue Code.

Subd. 1. Principal Obligations: It shall be the principal's responsibility to ensure that their matching plan complies with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulation shall not be exceeded. In the event this plan is determined to be non-qualified in accordance with any laws or IRS rules applicable to 457/403(b) plans, the plan shall terminate. During the next round of negotiations, the parties shall negotiate to correct the plan or find alternative plans allowed by law.

Subd. 2. School District Obligations: The School District's only obligation under this agreement is to contribute an amount to the appropriate deferred compensation or tax-deferred service provider. The School District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. The Principal's Association and its members shall hold the School District harmless in the event of any financial, legal, or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the principal and the service provider.

ARTICLE X

LEAVES OF ABSENCE

Section 1: Sick Leave:

Subd. 1. Earning: A full-time principal shall earn eighteen (18) days of sick leave each year of employment as a principal by the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one-hundred and twenty (120) days of sick leave per principal.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a principal's absence is due to the principal's health needs that prevented their attendance at school and performance of duties on that day or days. Also, a principal may use their accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District may limit such use of sick leave as provided in the statute.

Subd. 4. Medical Certificate: The School District may require a principal to furnish a medical certificate from a qualified health care professional pursuant to this section, indicating such absence was due to a health need, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a principal for sick leave is reserved to the School District. In the event that a medical certificate will be required, the principal will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the principal.

Subd. 6. Approval: Sick leave pay may be approved only upon the principal's submission of a signed request for sick leave.

Section 2. Workers' Compensation: Pursuant to M.S. Chapter 176, a principal injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave: With the written approval of the Superintendent, up to five (5) days of leave may be allowed in each case, the days to be deducted from sick leave, for death in a full-time principal's immediate family. "Immediate family" is defined as the principal's spouse, child, or parent, sibling, grandparents, in-laws, grandchildren, or other relative who was living in the same household as the principal. One (1) day of sick leave may be used to attend a funeral of an uncle, aunt, or close friend.

Section 4. Emergency Leave:

Subd. 1. Use: A full-time principal may be granted an emergency leave with the written approval of the Superintendent of no more than two (2) days per year, noncumulative, the day(s) used will be deducted from the principal's sick leave, for any situation that arises requiring the principal's emergency attention that cannot be attended to when school is not in session and that is not covered under other provisions of this Agreement.

Subd. 2. Requests: Requests for emergency leave must be made, in writing, to the Superintendent at least three (3) days in advance, unless the Superintendent determines that such advance notice was not possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, they determine that such leave should not be granted. All leaves must have prior, written approval.

Subd. 3. Non-Eligible Days: Emergency leave shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of each school year.

Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) principal-parent of a natural or adopted infant child, provided such principal-parent is caring for the child on a full-time basis.

Subd. 2. Request: A principal making application for childcare leave shall inform the Superintendent, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave, unless the Superintendent determines that such advance notice was not possible.

Subd. 3. Medical or Placement Statement: A principal will provide, at the time of the leave application or upon availability from the placement professional, a statement from the attending physician or adoption placement professional indicating the expected date or delivery or placement.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

(a) grant any leave for more than twelve (12) months in duration;
(b) permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. Reinstatement: A principal returning from child care leave shall be reinstated in a position the principal is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the principal to return by the date determined under this section shall constitute grounds for termination unless the School Board and the principal mutually agree, in writing, to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. General Leave of Absence:

Subd. 1. Application: Principals with a minimum of three (3) years of experience as a principal in the School District may apply, in writing, to the Superintendent for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School District or designee.

Subd. 2. Purpose: Such leave may be granted by the School District for overseas teaching, participation in the Peace Corps, Vista, and/or National Teacher Corps, extended illness of the principal, extended illness in the principal's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, principal organization activity, service in public office, or other reasons deemed appropriate by the School District.

Subd. 3. Notification: A principal on such leave shall notify the Superintendent, in writing, no later than April 1st of the final leave year of the principal's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, in its sole discretion, waive the April 1st notice date if the School Board determines special circumstances are involved. A principal who fails to notify the Superintendent as required may be subject to discipline.

Section 7. Medical Leave:

Subd. 1. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Subd. 2. Medical Leave of Absence: Pursuant to M.S. 122A.40, Subd. 12., principals shall have a right to leave of absence for health reasons. A continuing contract principal who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request be granted a medical leave of absence without pay, for up to one (1) year. The School District may, in its discretion, renew such a leave.

Subd. 3. Doctor's Statement: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the principal is expected to be able to resume normal contractual duties.

Section 8. Jury Service: A principal who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: A principal on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The principal shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the principal is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the principal must pay the entire premium to the School District for any insurance retained.

Section 11. Credit: A principal who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that accrued at the time the leave began. No credit shall accrue for the period of time that a principal was on unpaid leave.

Section 12. Eligibility: Full leave benefits provided in this article shall apply only to principals who are employed as principals on an average of at least forty (40) hours per week.

ARTICLE XI

OTHER BENEFITS

Section 1. Professional Membership: The School District will pay dues for the principal's membership in one (1) appropriate state professional organization and affiliated national organization.

Section 2. Personal Motor Vehicle:

Subd. 1. Availability: Principals are required to have their personal motor vehicle at the building to which they are assigned, on the days in which they are present at their assigned building carrying out the duties of the principal. The only exceptions to this requirement would be whenever the vehicle would be serviced, down for repair, or for personal emergency.

Subd. 2. Mileage Reimbursement: Reimbursement for approved travel by private automobile is based upon the current Internal Revenue Service rate per mile, in accordance with current School District policies and procedures for mileage reimbursement. Current Internal Revenue Service rules determine the allowable mileage that is reimbursed. Mileage is not paid if the total mileage driven is less than the principal's regular commute distance.

Section 3. Court Days: Principals shall receive pay for days they are required to be in court for school related cases.

Section 4. Professional Development: The School District will allow for principals to attend, on a rotating basis, national conferences, seminars, or other sessions based on approval of the Superintendent. The School District will allow principals to attend training programs, seminars or conferences based on approval of the Superintendent. The School Board shall pre-pay commercial transportation fees for expenses under this article. Upon application of the principal, the School Board shall reimburse for other expenses incurred relevant to the professional conference, convention or meeting. Other incurred expenses may include transfers, meals, registration, etc.

The School Board shall allocate an aggregate sum not to exceed $520 to cover the costs of professional development, upon approval from the Superintendent. Professional development fund disbursement under this article is subject to School District policies and procedures for approval and processing.

Section 5. Personal Leave: Principals shall accrue personal leave up to 30 days each duty year. A personal day may be used for any reasonable purpose at the discretion of the principal.

Personal days must be received in writing and are subject to Superintendent approval. A personal day shall not be granted for the day preceding or the day following the first and last days of each school year. No more than one (1) principal shall be granted approval for personal days at one time, during student contact days, and personal days shall be approved on a first-come, first-served basis on these occasions. During student contact days, principals shall not be approved for more than five (5) consecutive personal days.

Section 6. Holidays: Paid holidays shall include New Years Day, Presidents Day, Good Friday (or a floating holiday if school is in session on Good Friday), Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

Section 7. Supervision Pay: Supervision or student support is a performance responsibility. $1,500 shall be paid each year to compensate the principal for attendance at regularly scheduled events in their buildings that require supervision (such as plays and concerts). Such attendance may be required by the Superintendent as requested by the Activities Director for athletic events or recommended by the principal themselves. Payment shall be made by June 30th of each year.

ARTICLE XII

DISCIPLINE PROCEDURE

Section 1. Discipline: Discipline may consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, or discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

Section 2. Grounds for Disciplinary Action: The imposition of an oral or written reprimand shall not be subject to the grievance procedure. A principal may challenge the contents of any written materials in their personnel file pursuant to the provisions of M.S. 122A.40. Suspension shall take effect only after written notification has been provided to the principal. A principal who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or their designee. If a suspension without pay is to be considered, the principal shall be afforded an opportunity to meet with the Superintendent and their designee.

Section 4. Removal from Duty – Investigation: This article shall not apply to a principal who is removed from duty on paid suspension pending investigation of allegations or to a principal charged with a felony who is removed from duty on unpaid suspension pursuant to M.S. 122A.40, Subd. 13.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word "grievance" shall mean a written allegation by a principal that the principal has been injured as a result of a dispute or disagreement between the principal and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant: The word "grievant" shall mean an individual principal who files a grievance as defined in Subd. 1. above.

Subd. 3. Days: Any reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all week days not designated as holidays by state law.

Section 2. Representation: The grievant, other administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provisions(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the principal and the School District's designee.

Section 5. Resolution of Grievance: The School District and the principal shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Grievance Mediation: In the event that the grievant and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Prior Process Required: No grievance shall be considered by the mediator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 4. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 5. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 6. Recommendation: The recommendations of the mediator, if any, shall be advisory and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 9. Arbitration Procedures: In the event that the grievant and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed by the grievant. Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level II or completion of the grievance mediation procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

(a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:
    1. The issues involved.
    2. Statement of the facts.
    3. Position of the grievant.
    4. The written documents relating to Section 5, Article VI of the grievance procedure.

(b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Sub. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing

shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before them pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the principal shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., that article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Principal: "Principal" shall mean those members of the unit as defined by PELRA and this Agreement.

Subd. 2. Qualified: "Qualified" shall mean a principal who, in addition to the state license, has, as solely determined by the School District, successfully had experience in such administrator position and building grade level assignment within the past five (5) years.

Subd. 3. Seniority: For purposes of this article, "seniority" commences with the first day of continuous administrative service as a principal in the School District.

Subd. 4. Days: For the purposes of this article, "days" shall mean working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Section 3. ULA:

Subd. 1. Terms: The School Board may place on ULA such principals as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence may continue for a period of five (5) years, after that the right to reinstatement shall terminate; provided the principal's right to reinstatement shall also terminate if the principal fails to file with the Superintendent, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the principal and the School Board.

Subd. 2. Notice: Principals placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Principals shall be placed on ULA in inverse order of seniority in the position and grade level assignment employed with the following exception: no principal shall be placed on ULA if any other qualified principal employed in the same position and grade level assignment is on a "Principal Improvement Plan" as provided for in M.S. 123B.147.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any principal employed in an affirmative action program may be retained in the category of a principal with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of principals creates a situation requiring that a choice be made among principals who have equal seniority, the selection of the principal(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 6. Years of Service: Any principal placed on such leave may engage in administrative work or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or reinstatement from ULA, nothing in this article shall require the School District to reassign a senior principal to a different position for which the principal is not qualified, as defined in Section 2. above, to accommodate the seniority claims of a junior principal.

Section 5. Reinstatement:

Subd. 1. Process: No new principal shall be employed by the School District while any qualified principal is on ULA. Principals placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which principals were placed on ULA.

Subd. 2. Notices: When placed on ULA, a principal must file their name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the principal at the last known address shall be sufficient. The principal on ULA shall be responsible to provide an address for forwarding of mail or for address changes. Failure of a notice to reach a principal shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Re-Employment: If a position becomes available for a qualified principal on ULA, the School District shall mail the notice to such principal, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept re-employment, in writing, within such ten (10)-day period shall constitute a waiver on the part of the principal to any further rights of employment or reinstatement, and that principal shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified principal.

Section 6. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, position, and grade level assignment) to be prepared from its records. This list shall be available to view in the School District office by January 20th.

Subd. 2: Request for Change: Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of the list's availability to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within twenty (20) days from the date of the original list, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Section 7. Filing of Licenses: In any year that a reduction of principal positions is occurring and the School Board is placing principals on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all principals, as defined in Section 2., Subd. 1. above, and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by a principal who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd.14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XV

COMPENSATION SCHEDULE A

This agreement lists annual salaries of the Rockford Public Schools Principals' Association for 2022-2024.

	2022-2023	2023-2024
Elementary Principal	$126,145	$129,900
Middle School Principal	$126,145	$129,900
High School Principal	$126,145	$129,900
Associate Principal	$105,000	$108,150

Career Increment Pay:

After completing the years of service below, the associated dollar amount will be added to the qualifying principal's annual salary. This amount will be payable on June 30th of each school year.

Years of Service	Career Increment Pay
6-11	$1,000
12-17	$2,000
18 and above	$3,000

ARTICLE XVI

PUBLIC OBLIGATION

Section 1. Mutual Recognition: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2: Work Stoppage: The principals covered in this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out School Board policy and ensuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppages of other district employees. The principals covered in this Agreement further agree that they shall not engage in any strike or unfair labor practice as defined by PELRA. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XVII

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2024 and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. At that time, all pay and benefits will be made retroactive to July 1st of the year in which the contract is in effect. If the Exclusive Representative desires

to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent pursuant to PELRA no later than May 1, 2024, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, _____.

_____
Principal

IN WITNESS WHEREOF, we have subscribed our signatures this _____ day of _____, _____.

_____
School Board Chair

_____
School Board Clerk