

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **Recognitions**
 - 5.1. Congratulations to Mark Gravelle and Brittany McClellan for completing their Master's
6. **Audience Recognition**
7. **Consent items**
 - 7.1. Approve minutes from the August 16, 2023 Regular Meeting
 - 7.2. Approve August 2023 Treasurer's Report and bills
 - 7.3. Second reading and approval of District Policy #413 - Harassment and Violence
 - 7.4. Second reading and approval of District Policy #501 - Student Weapons
 - 7.5. Second reading and approval of District Policy #504 - Student Dress and Appearance
 - 7.6. Second reading and approval of District Policy #506 - Student Discipline
 - 7.7. Second reading and approval of District Policy #507 - Corporal Punishment
 - 7.8. Second reading and approval of District Policy #524.1 (formerly #360) - Student Cell Phones
 - 7.9. Second reading and approval of District Policy #532 - Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds
 - 7.10. Second reading and approval of District Policy #539 - Dance Rules
 - 7.11. Second reading and approval of District Policy #601 - School Curriculum and Instruction Goals
 - 7.12. Approve a lane change for Brittany McClellan from BA+15 to MA
 - 7.13. Approve a lane change for Terri Zuehlke-Shepard from BA+30 to BA+45
 - 7.14. Approve a lane change for Nate Sharp from BA+30 to BA+45
 - 7.15. Approve a lane change for Mark Gravelle from BA+30 to MA
 - 7.16. ~~Approve a lane change for Robbie Hall from MA +10 to MA +11~~
 - 7.17. Approve an overnight field trip for 6th grade to Deep Portage, leaving Thursday, October 12, 2023 and returning on Friday, October 13, 2023
 - 7.18. Approve the resolution accepting gifts/donations to Northland Community Schools:

Whereas the following; therefore, BE IT RESOLVED by the School Board of Northland Community Schools District 118, Remer, and State of Minnesota as follows: The Northland Community Schools - District 118 School Board does hereby accept the following gifts/donations -

 - \$50 from the Remer Chamber of Commerce for the "Most Themed" float in the Harvest Festival Parade

- \$1000 from the Peter Marsh Foundation for the music program
8. **Reports**
 - 8.1. **Early Education Report**
 - 8.2. **Business Manager Report**
 - 8.3. **Elementary Principal/Activities Director Report**
 - 8.4. **Dean of Students Report**
 - 8.5. **Principal Report**
 - 8.6. **Facilities Report**
 - 8.7. **Indian Education Report**
 - 8.8. **CE Report**
 9. **Superintendent Report**
 10. **New Business**
 - 10.1. Policy #512 - School Sponsored Student Publications
 - 10.2. Policy #517 - Student Recruiting
 - 10.3. Policy #522 - Title IX Sex Nondiscrimination Policy, Grievance Procedures
 - 10.4. Policy #607 - Organization of Grade Levels
 - 10.5. Policy #605 - Alternative Programs
 - 10.6. Set the date and time for the Truth in Taxation Meeting
 - 10.7. Dissolve the existing agreement between Hill City and Northland for .5 FTE services for ECSE coordinator services from Brandon Otway
 - 10.8. Approve the service agreement between Hill City and Northland for Early Childhood Coordinator, Brandon Otway at .4 FTE
 - 10.9. Approve setting the proposed levy limitation and certification 2023-payable 2024 at the maximum
 - 10.10. Approve request to sell one piece of equipment from the Fitness Center as per Policy #802
 - 10.11. Discussion regarding closing non-resident open enrollment for grades 4th and 6th due to class sizes nearing capacity
 11. **Personnel**
 - 11.1. Approve the hire of 1.0 FTE Dean of Students Kevin Miley at MA Step 6
 - 11.2. Approve Parental Leave for Preschool teacher Kelly Riewer beginning February 12, 2024 and ending June 7, 2024
 - 11.3. Accept the resignation of Bus Driver Flo Cichy, effective September 29, 2023
 - 11.4. Approve the hire of Quintarian Borders as Junior High Football Coach for the 2023-2024 school year
 12. **Other school business which can legally be brought before the Board**
 13. **Closed session for labor negotiation strategy as permitted by MN Statute Section 13D.03 subd. 1**
 14. **Next Meeting Dates:**
 - Regular Meeting - October 25, 2023
 15. **Adjournment**

Northland Community Schools – ISD #118
Regular Meeting

Wednesday, August 16, 2023 5:30 PM

Northland High School Room C113, 316 Main St E, Remer, MN 56672

Aaron Ammerman:	Present
Linda Knox:	Present
Terri Nystrom:	Present
Seth Robison:	Absent
Marc Ruyak:	Present
Tyler Seifert:	Present
Bill Wake:	Absent

1. Call to Order

Discussion: Board Chair Ruyak called the meeting to order at 5:30pm

2. Pledge of Allegiance

3. Mission Statement "Educate and inspire all learners to reach their full potential."

4. Adoption of Agenda

Action(s):

Motion to adopt the agenda. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman:	Yea
Linda Knox:	Yea
Terri Nystrom:	Yea
Seth Robison:	Absent
Marc Ruyak:	Yea
Tyler Seifert:	Yea
Bill Wake:	Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

5. Recognitions

6. Audience Recognition

7. Consent items

Action(s):

Motion to approve consent items. This motion, made by Tyler Seifert and seconded by Terri Nystrom, Passed.

Voting Detail:

Aaron Ammerman:	Yea
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Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

7.1. Approve minutes from the Regular Meeting held on July 19, 2023

7.2. Approve minutes from the Work Session held on August 2, 2023

7.3. Approve minutes from the Special Meeting held on August 7, 2023

7.4. Approve July 2023 Treasurer's Report and bills

7.5. Second reading and approval of policies 534, 616, 617, 618, 709, 806

7.6. Approve the bid for fuel oil from Best Oil at \$0.15 over laid in cost per gallon

8. Reports

8.1. **Early Education Report**

8.2. **Business Manager Report**

8.3. **Elementary Principal/Activities Director Report**

8.4. **Principal Report**

8.5. **Facilities Report**

8.6. **Indian Education Report**

8.7. **CE Report**

9. **Superintendent Report**

10. **New Business**

10.1. Approve reassignment of board members to the Policy Committee and set a monthly meeting date and time

Action(s):

Assign Linda Knox and Terri Nystrom to the Policy Committee in place of Aaron Ammerman and Seth Robison. Tyler Seifert will act as an alternate. This motion, made by Aaron Ammerman and seconded by Linda Knox, Passed.

Voting Detail:

Aaron Ammerman: Yea

Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

Discussion: Policy Committee meetings are scheduled for the last Friday of every month at 10:00 AM, with the next meeting to be held on August 25, 2023 at 10:00AM. No board action was necessary regarding the date and time of the meetings.

10.2. Approve revisions as written to District Policy #410 - Family Medical Leave Act

Action(s):

Approve revisions as written to Policy #410. This motion, made by Linda Knox and seconded by Tyler Seifert, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.3. First Reading of revisions to District Policy #413 - Harassment and Violence

10.4. First reading of District Policy #501 - Student Weapons

10.5. First reading of revisions to District Policy #504 - Student Dress and Appearance

10.6. First reading of District Policy #506 - Student Discipline

10.7. First reading of District Policy #507 - Corporal Punishment

10.8. First reading of District Policy #524.1 (formerly #360) - Student Cell Phones

10.9. First reading of revisions to District Policy #532 - Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds

10.10. First Reading of revisions to District Policy #539 - Dance Rules

10.11. Rescind Policy #541 - Gang Behavior (content is already addressed in Policy #504 - Student Dress and Appearance, Policy #506 Student Discipline)

Action(s):

Approve rescinding Policy #541 as content is addressed in Policy #504 and #506. This motion, made by Linda Knox and seconded by Terri Nystrom, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.12. First reading of revisions to District Policy #601 - School Curriculum and Instruction Goals

10.13. Approve revisions as written to District Policy #722 - Public Data and Data Subject Requests

Action(s):

Approve of revisions as written to Policy #722. This motion, made by Linda Knox and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.14. Review, approve and sign the contract between ISD #118 and Interquest Detection Canines for the 2023-2024 school year

Action(s):

Approve and sign the contract between ISD# 118 and Interquest Detection Canines for 2023-2024 school year. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea

Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.15. Review, approve and sign the UNLC agreement effective September 1, 2023

Action(s):

Approve and sign the agreement between ISD #118 and the UNLC (Up North Learning Center) effective September 1, 2023. This motion, made by Aaron Ammerman and seconded by Tyler Seifert, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.16. Approve 2023-2024 Non-Licensed Staff Handbook

Action(s):

Approve revisions to 2023-2024 Non-Licensed Staff Handbook. This motion, made by Linda Knox and seconded by Tyler Seifert, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.17. Approve 2023-2024 Licensed Staff Handbook

Action(s):

Approve revisions to 2023-2024 Licensed Staff Handbook. This motion, made by Linda Knox and seconded by Tyler

Seifert, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.18. Approve 2023-2024 Mentor/Mentee Handbook

Action(s):

Approve revisions to the 2023-2024 Mentor/Mentee Handbook. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

10.19. Approve 2023-2024 Parent/Student Handbook

Action(s):

Approve revisions to the 2023-2024 Parent/Student Handbook. This motion, made by Linda Knox and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

11. Personnel

Action(s):

Approve the Memorandum of Employment between ISD #118 and Food Service Director, Brenda Snakenberg,

effective July 1, 2023 to June 30, 2025. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

11.1. Approve the Memorandum of Employment between ISD# 118 and Food Service Director, Brenda Snakenberg

Action(s):

Approve the Memorandum of Employment between ISD #118 and Food Service Director, Brenda Snakenberg; effective July 1, 2023 through June 30, 2025. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

11.2. Approve the Memorandum of Employment between District #118 and Indian Education Director, Leah Monroe, with no revisions

Action(s):

Approve the Memorandum of Employment with no changes, between ISD #118 and Indian Education Director, Leah Monroe; effective July 1, 2023 through June 30, 2025. This motion, made by Linda Knox and seconded by Terri Nystrom, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent

Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

11.3. Approve the hire of Pat Kelehan as Cross Country Coach with a start date of August 1, 2023

Action(s):

Approve the hire of Pat Kelehan as Cross Country Coach for the Fall 2023-2024 season. This motion, made by Tyler Seifert and seconded by Linda Knox, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

11.4. Approve the hire of Karissa Benoit for the position of 1.0 FTE High School Social Worker, at BA Step 6 with a start date of August 28, 2023

Action(s):

Approve the hire of Karissa Benoit as High School Social Worker at BA Step 6 beginning August 28, 2023. This motion, made by Linda Knox and seconded by Terri Nystrom, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

Discussion: Please note: a correction was made to the original agenda item from BA, Step 5 to BA Step, Step 6. This correction was made due to a typo

11.5. Approve the hire of Kathryn Decker for the position of 1.0 FTE 2nd grade teacher at MA, Step 10, with a start date of August 28, 2023

Action(s):

Approve the hire of Kathryn Decker as 2nd grade teacher at MA, Step 10 beginning August 28, 2023. This motion, made by Tyler Seifert and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

12. Other school business which can legally be brought before the Board

13. Next Meeting Dates:

- **NREM First Negotiations, August 31, 2023, 4:30 PM**
- **Regular Meeting, September 20, 2023, 5:30 PM**

14. Adjournment

Action(s):

Board Chair Ruyak called for a motion to adjourn the meeting at 6:21PM. This motion, made by Linda Knox and seconded by Aaron Ammerman, Passed.

Voting Detail:

Aaron Ammerman: Yea
Linda Knox: Yea
Terri Nystrom: Yea
Seth Robison: Absent
Marc Ruyak: Yea
Tyler Seifert: Yea
Bill Wake: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 2

Discussion: Visitors: Kyndra Johnson, Carol Procopio, Janessa Green

Tina Anderson, Recording Secretary

Linda Knox, Board Clerk

Northland Community Schools

Finance Report 8/31/2023

First National Bank

General Checking	\$558,538.64
Money Market Account	\$12,572.68
CD Operating Matures 8/8/23	\$0.00
CD Operating Matures 8/8/24	\$270,529.81
CD/Scholarship Carpenter Matures 6/17/24	\$8,145.20
CD/Scholarship Carpenter Matures 6/17/24	\$14,709.38
CD/Scholarship Felton Matures 12/10/23	\$7,187.18
CD/Scholarship Sepin Matures 8/25/26	\$3,448.46
Total Investments	\$316,592.71
Total of all deposits at First National Bank	\$875,131.35
MN Trust Account at PMA total Value	\$2,919,867.87

Accounts Payable Checks/Wires and Deposits by Fund

Fund #	Fund Description	Deposits	A/P Checks
01	General Fund	\$1,147,077.83	\$509,445.08
02	Food Service Fund	\$3,261.31	\$2,733.45
03	Transportation Fund	\$114.71	\$15,230.73
04	Community Ed Fund	\$13,656.11	\$6,833.60
05	Capital Fund	\$0.00	\$16,327.60
06	Construction Fund	\$0.00	\$35,766.19
07	Debt Redemption Fund	\$30,998.45	\$0.00
08	Scholarship Fund	\$13.42	\$0.00
Total		\$1,195,121.83	\$586,336.65

August 2023 Payroll

	Monthly Total
Gross Payroll	\$287,425.54
Employer Benefits	\$59,794.43
Employer Taxes	\$19,890.44
Total Cost of Payroll	\$367,110.41

Includes Payrolls:

S202403	8/15/2023
S202404	8/31/2023
S202323	8/15/2023
S202323	8/31/2023

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105508	6319		A2D FITNESS SYSTEMS, INC		Check		
				E 04	500 505 000 321 305	Jen Welk req Repair 2 treadmills broken vand:		\$285.00	
	PO#: 19051	Voucher #:	71697	Invoice	Invoice No: 201313	8/11/2023	Paid Amt:	\$285.00	
								Check Amount:	\$285.00
0118	chec	105509	5241		ACME TOOLS		Check		
				E 01	005 810 000 000 410	5ah battery set with charger for 3-VAC's + 2 bl		\$1,464.24	
	PO#: 19307	Voucher #:	71700	Invoice	Invoice No: 11537335	8/11/2023	Paid Amt:	\$1,464.24	
				E 01	005 810 000 000 410	DEWALT DXH165 1.6 KW ELECTRIC HEATE		\$207.75	
	PO#:	Voucher #:	71701	Invoice	Invoice No: 11531751	8/11/2023	Paid Amt:	\$207.75	
								Check Amount:	\$1,671.99
0118	chec	105510	3296		AMAZON.COM		Check		
				E 01	005 810 000 000 410	5/16 furniture pads 12pack		\$18.99	
				E 01	005 810 000 000 410	shipping est		\$6.99	
	PO#: 19328	Voucher #:	71726	Invoice	Invoice No: 1K7P-1NKT-9N4V	8/11/2023	Paid Amt:	\$25.98	
				E 01	005 810 000 000 420	0826943721 Low Pressure Boilers		\$214.00	
				E 01	005 810 000 000 420	082694373X Low Pressure Boilers		\$62.00	
				E 01	005 810 000 000 420	0826946119 Safe Boiler Operation Operation I		\$224.00	
	PO#: 19306	Voucher #:	71702	Invoice	Invoice No: 1XVC-1NGM-3RTG	8/11/2023	Paid Amt:	\$500.00	
				E 01	005 810 000 000 410	Vacuum Cleaner		\$540.00	
	PO#: 19332	Voucher #:	71703	Invoice	Invoice No: 1L4H-GLW7-R3CL	8/11/2023	Paid Amt:	\$540.00	
				E 01	005 010 000 000 401	B07JFXBTR8 Amazon Basics Storage and Fili		\$49.97	
	PO#: 19334	Voucher #:	71704	Invoice	Invoice No: 13H7-WYHJ-QHMV	8/11/2023	Paid Amt:	\$49.97	
				E 01	005 630 000 000 455	GearIT Cat 6 Ethernet Cable 1 ft (24-Pack) - C		\$32.65	
	PO#: 19312	Voucher #:	71706	Invoice	Invoice No: 1DGX-CHP9-3L1X	8/11/2023	Paid Amt:	\$32.65	
								Check Amount:	\$1,148.60
0118	chec	105511	4446		ARROWHEAD REGIONAL COMPUTING		Check		
				E 01	005 020 000 000 820	FY24 MASA 27/28 DUES		\$150.00	
	PO#:	Voucher #:	71705	Invoice	Invoice No: 2024-MASA	8/11/2023	Paid Amt:	\$150.00	
				E 01	005 110 000 000 305	BASE MEMBERSHIP DUES		\$1,700.00	
				E 01	005 110 000 000 305	APU MEMBERSHIP DUES		\$837.05	
				E 01	005 110 000 000 305	APU FINANCE FEES		\$2,883.16	
				E 01	005 110 000 000 305	PAYROLL FEES		\$3,410.04	
				E 01	005 110 000 000 305	STUDENT INFORMATION FEES		\$2,914.51	
	PO#:	Voucher #:	71699	Invoice	Invoice No: 1765	8/11/2023	Paid Amt:	\$11,744.76	
								Check Amount:	\$11,894.76
0118	chec	105512	6016		AVID CENTER		Check		
				E 01	020 211 200 000 820	AVID MEMBERSHIP FEES SECONDARY		\$4,349.00	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105512	6016		AVID CENTER		Check		
				E 01	020 211 200 000 820	AVID WEEKLY SECONDARY		\$660.00	
PO#:	Voucher #:	71769	Invoice		Invoice No: SIN013770	8/11/2023	Paid Amt:	\$5,009.00	
							Check Amount:	\$5,009.00	
0118	chec	105513	5515		BALSAM BAY RESORT		Check		
				E 04	500 505 000 321 305	USE OF SWIMMING POOL		\$200.00	
PO#:	Voucher #:	71727	Invoice		Invoice No: 07312023	8/11/2023	Paid Amt:	\$200.00	
							Check Amount:	\$200.00	
0118	chec	105514	6017		BEMIDJI STATE UNIVERSITY		Check		
				E 01	020 640 000 316 299	STACEY MCKINNEY		\$1,905.58	
PO#:	Voucher #:	71760	Invoice		Invoice No: Fall 2023	8/11/2023	Paid Amt:	\$1,905.58	
							Check Amount:	\$1,905.58	
0118	chec	105515	01151		CITY OF REMER		Check		
				E 01	005 810 000 000 330	7/1/23-10/31/23		\$2,450.70	
PO#:	Voucher #:	71698	Invoice		Invoice No: July-Oct	8/11/2023	Paid Amt:	\$2,450.70	
							Check Amount:	\$2,450.70	
0118	chec	105516	5509		DAN MARTIN SNOWPLOWS SALES AND SERVICE		Check		
				E 01	005 810 000 000 401	Exmark Deck Idlers with bolts and bushing		\$214.51	
				E 01	005 810 000 000 401	shipping est		\$0.00	
PO#: 19325	Voucher #:	71740	Invoice		Invoice No: 28278	8/11/2023	Paid Amt:	\$214.51	
				E 01	005 810 000 000 420	blades Lazer Z exmark		\$227.94	
				E 01	005 810 000 000 401	deck belt		\$165.99	
				E 01	005 810 000 000 401	air filter		\$74.37	
PO#: 19303	Voucher #:	71741	Invoice		Invoice No: 28046	8/11/2023	Paid Amt:	\$468.30	
							Check Amount:	\$682.81	
0118	chec	105517	5612		REMIT DEPT OF EMPLOYMENT & ECONOMIC DEVELOPMENT		Check		
				E 01	010 203 202 000 280	Unemploy Insurance		\$2,048.07	
				E 01	020 211 000 000 280	Unemploy Insurance		\$2,713.80	
				E 03	005 760 000 720 280	Unemploy Insurance		\$2,313.16	
				E 02	005 770 000 701 280	Unemploy Insurance		\$671.67	
PO#:	Voucher #:	71695	Invoice		Invoice No: 16353152	8/11/2023	Paid Amt:	\$7,746.70	
				E 01	010 203 202 000 280	Unemploy Insurance		\$151.30	
				E 01	020 211 000 000 280	Unemploy Insurance		\$151.29	
PO#:	Voucher #:	71696	Credit		Invoice No: 07973720	8/11/2023	Paid Amt:	(\$302.59)	
							Check Amount:	\$7,444.11	
0118	chec	105518	6222		DIMENSIONS EDUCATIONAL RESEARCH FOUNDATION		Check		
				E 04	500 582 806 000 401	natural balance beam, crooked #7015		\$599.00	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105518	6222		DIMENSIONS EDUCATIONAL RESEARCH FOUNDATION		Check		
				E 04	500 582 806 000 401	SHIPPING		\$89.85	
	PO#: 19240	Voucher #:	71707	Invoice	Invoice No: S123625	8/11/2023	Paid Amt:	\$688.85	
							Check Amount:	\$688.85	
0118	chec	105519	5392		REMIT GOODIN COMPANY		Check		
				E 01	005 810 000 000 410	Drinking Fountain Filters per quote 03860936-		\$1,485.00	
				E 01	005 810 000 000 410	shipping est		\$0.00	
	PO#: 19302	Voucher #:	71708	Invoice	Invoice No: 3860936-00	8/11/2023	Paid Amt:	\$1,485.00	
							Check Amount:	\$1,485.00	
0118	chec	105520	2587		GRAND RAPIDS CHEVROLET		Check		
				E 03	005 760 000 720 350	tire repair		\$60.00	
				E 03	005 760 000 720 350	Diag/ Ac recharge parts		\$45.70	
				E 03	005 760 000 720 350	labor		\$249.95	
				E 03	005 760 000 720 350	other fees		\$30.00	
				E 03	005 760 000 720 350	tax?		\$3.83	
	PO#: 19365	Voucher #:	71731	Invoice	Invoice No: 311907	8/11/2023	Paid Amt:	\$389.48	
							Check Amount:	\$389.48	
0118	chec	105521	2917		HAWK CONSTRUCTION INC		Check		
				E 01	005 760 013 160 520	BUS GARAGE		\$71,776.75	
	PO#:	Voucher #:	71778	Invoice	Invoice No: 11 FINAL	8/11/2023	Paid Amt:	\$71,776.75	
				E 06	005 870 000 000 511	PARKING LOT		\$23,417.50	
	PO#:	Voucher #:	71779	Invoice	Invoice No: PARKNIG LOT#4	8/11/2023	Paid Amt:	\$23,417.50	
				E 06	005 870 000 000 511	PARKING LOT-FINAL PAYMENT		\$8,500.00	
	PO#:	Voucher #:	71780	Invoice	Invoice No: PARKING LOT #5	8/11/2023	Paid Amt:	\$8,500.00	
							Check Amount:	\$103,694.25	
0118	chec	105522	03788	R	HILLYARD/HUTCHINSON		Check		
				E 01	005 810 000 000 410	iscub 26 scrubber batterys quote 100798741		\$1,291.89	
				E 01	005 810 000 000 420	Scrubber Repair Hose, Flex Stip and VAC pac		\$719.70	
	PO#: 19301	Voucher #:	71732	Invoice	Invoice No: 605181842	8/11/2023	Paid Amt:	\$2,011.59	
				E 01	005 810 000 000 410	Wax HIL0052407		\$2,760.00	
				E 01	005 810 000 000 410	dust mop		\$135.00	
	PO#: 19301	Voucher #:	71709	Invoice	Invoice No: 605180255	8/11/2023	Paid Amt:	\$2,895.00	
							Check Amount:	\$4,906.59	
0118	chec	105523	01052		HOLKERS DO IT BEST LUMBER		Check		
				E 01	005 810 000 000 420	2x4x8 Hi-Line SPF		\$21.45	
				E 01	005 810 000 000 420	#9 x 3-1/8 All Purp 1#		\$8.73	
	PO#:	Voucher #:	71733	Invoice	Invoice No: 2307-054951	8/11/2023	Paid Amt:	\$30.18	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105523	01052		HOLKERS DO IT BEST LUMBER		Check		
				E 01	005 810 000 000 420	GENERAL REPAIR SUPPLIES		\$14.57	
PO#:	Voucher #:	71734	Invoice		Invoice No: 2307-055294	8/11/2023	Paid Amt:	\$14.57	
							Check Amount:	\$44.75	
0118	chec	105524	4163		IASC		Check		
				E 01	010 630 000 000 305	FY24 AUG. SCI REIMB		\$116.67	
				E 01	020 630 000 000 305	Tech Cnsltnt Deer Rvr&IASC		\$116.67	
PO#:	Voucher #:	71735	Invoice		Invoice No: 3504	8/11/2023	Paid Amt:	\$233.34	
							Check Amount:	\$233.34	
0118	chec	105525	6398		INDUSTRIAL LUBRICANT COMPANY		Check		
				E 03	005 760 000 720 401	Pallet of DEF		\$1,035.84	
PO#: 19322	Voucher #:	71693	Invoice		Invoice No: M23143-IN	8/11/2023	Paid Amt:	\$1,035.84	
							Check Amount:	\$1,035.84	
0118	chec	105526	02406		ISD #0002		Check		
				E 01	310 294 250 000 391	Coop Baseball		\$16,218.37	
PO#:	Voucher #:	71722	Invoice		Invoice No: 1269	8/11/2023	Paid Amt:	\$16,218.37	
				E 01	310 296 340 000 391	Pay-MN Sch D-Reim		\$17,063.11	
PO#:	Voucher #:	71723	Invoice		Invoice No: 1270	8/11/2023	Paid Amt:	\$17,063.11	
							Check Amount:	\$33,281.48	
0118	chec	105527	02732		ISD #0318		Check		
				E 01	010 203 202 000 305	FY23 SUB CALLING SYSTEM ALLOCATION		\$857.42	
				E 01	020 211 000 000 305	FY23 SUB CALLING SYSTEM ALLOCATION		\$857.42	
PO#:	Voucher #:	71762	Invoice		Invoice No: 0002300184	8/11/2023	Paid Amt:	\$1,714.84	
							Check Amount:	\$1,714.84	
0118	chec	105528	01098		JOHNSON TELEPHONE CO		Check		
				E 01	005 010 000 000 320	Telephone/Internet		\$605.42	
PO#:	Voucher #:	71736	Invoice		Invoice No: R0520-08012023	8/11/2023	Paid Amt:	\$605.42	
				E 01	040 810 000 000 320	LSGH Internet &Telephone		\$31.14	
PO#:	Voucher #:	71737	Invoice		Invoice No: R4513-08012023	8/11/2023	Paid Amt:	\$31.14	
							Check Amount:	\$636.56	
0118	chec	105529	6452		KELLY'S IRRIGATION LLC		Check		
				E 01	005 810 000 000 350	Operation startup for irrigation system est cost		\$100.00	
PO#: 19122	Voucher #:	71724	Invoice		Invoice No: 391	8/11/2023	Paid Amt:	\$100.00	
							Check Amount:	\$100.00	
0118	chec	105530	5943		KUSTOM BLINDS & DRAPERIES INC		Check		
				E 01	005 810 000 000 420	Blind repair parts per quote 8-1-23 est cost wit		\$308.10	
PO#: 19357	Voucher #:	71776	Invoice		Invoice No: B000178	8/11/2023	Paid Amt:	\$308.10	
							Check Amount:	\$308.10	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105531	5521		LACEY NOSBISCH		Check		
				E 04	500 505 000 321 305	SWIMMING LESSONS		\$400.00	
PO#:	Voucher #:	71738	Invoice	Invoice No:	07312023	8/11/2023	Paid Amt:	\$400.00	
							Check Amount:	\$400.00	
0118	chec	105532	06136		LAKES COUNTRY SERV COOP		Check		
				E 03	005 760 000 720 305	RANDOM DRUG TESTING		\$35.00	
PO#:	Voucher #:	71739	Invoice	Invoice No:	97740	8/11/2023	Paid Amt:	\$35.00	
							Check Amount:	\$35.00	
0118	chec	105533	03730		LITTLE SAND GROUP HOMES		Check		
				E 05	040 211 000 302 570	23-24 School Lease		\$12,600.00	
PO#:	Voucher #:	71770	Invoice	Invoice No:	609	8/11/2023	Paid Amt:	\$12,600.00	
							Check Amount:	\$12,600.00	
0118	chec	105534	1457		McMASTER-CARR SUPPLY CO		Check		
				E 01	005 810 000 000 420	alum no parking sign, adhesive bumpers, NEM		\$611.79	
PO#: 19331	Voucher #:	71711	Invoice	Invoice No:	11718520	8/11/2023	Paid Amt:	\$611.79	
				E 01	005 810 000 000 410	3mVHB Tape		\$284.51	
PO#: 19356	Voucher #:	71771	Invoice	Invoice No:	12246030	8/11/2023	Paid Amt:	\$284.51	
							Check Amount:	\$896.30	
0118	chec	105535	4225		MIDWEST BUS PARTS		Check		
				E 03	005 760 000 720 420	4-PISTON CALIPER W/6 HOLE, FL/RR		\$349.40	
				E 03	005 760 000 720 420	4-PISTON CALIPER W/6 HOLE, FR/RL		\$349.40	
				E 03	005 760 000 720 420	SHIPPING		\$40.95	
PO#:	Voucher #:	71742	Invoice	Invoice No:	186328	8/11/2023	Paid Amt:	\$739.75	
				E 03	005 760 000 720 420	GSS LED WORK LIGHT LARGE		\$70.00	
PO#:	Voucher #:	71743	Invoice	Invoice No:	186826	8/11/2023	Paid Amt:	\$70.00	
				E 03	005 760 000 720 420	CR RUBBER PLUG FOR 1612/1643 HUB		\$37.00	
PO#:	Voucher #:	71744	Invoice	Invoice No:	187110	8/11/2023	Paid Amt:	\$37.00	
				E 03	005 760 000 720 420	SMALL ANGLE BROOM W/HANDLE		\$21.25	
				E 03	005 760 000 720 420	METAL BROOM CLAMP		\$23.65	
				E 03	005 760 000 720 420	PLASTIC DUST PAN		\$20.00	
PO#:	Voucher #:	71745	Invoice	Invoice No:	WEB67191	8/11/2023	Paid Amt:	\$64.90	
				E 03	005 760 000 720 420	IC HI-BACK 26" VELCRO, GREY, 2010+		\$47.95	
PO#:	Voucher #:	71746	Invoice	Invoice No:	184908-1	8/11/2023	Paid Amt:	\$47.95	
				E 03	005 760 000 720 420	ACCELE AM/FM RADIO		\$219.30	
				E 03	005 760 000 720 420	SHIPPING		\$16.25	
PO#:	Voucher #:	71747	Invoice	Invoice No:	187167	8/11/2023	Paid Amt:	\$235.55	
				E 03	005 760 000 720 420	AMTRAN/IC STEP REPAIR PLATE, BOTTOM		\$51.60	
PO#:	Voucher #:	71748	Invoice	Invoice No:	WEB66248-1	8/11/2023	Paid Amt:	\$51.60	
				E 03	005 760 000 720 420	BA15S BULB, MARKER LIGHT		\$0.40	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105535	4225		MIDWEST BUS PARTS		Check		
				E 03	005 760 000 720 420	V99 RELEXITE TAPE, 2" X 150'		\$119.97	
				E 03	005 760 000 720 420	YELLOW SILICONE, 10.2OZ		\$34.31	
				E 03	005 760 000 720 420	BLACK SILICONE, 10.2 OX		\$17.16	
				E 03	005 760 000 720 420	# STICKER REFLECTOR, RED		\$38.70	
				E 03	005 760 000 720 420	# STICKER REFLECTOR, AMBER		\$38.70	
PO#:	Voucher #:	71749	Invoice	Invoice No:	WEB66248	8/11/2023	Paid Amt:	\$249.24	
							Check Amount:	\$1,495.99	
0118	chec	105536	6199		MINNESOTA PETROLEUM SERVICE		Check		
				E 05	005 865 000 347 305	Annual underground fuel tank certification test		\$595.00	
PO#:	18535	Voucher #:	71751	Invoice	Invoice No:	0000128949	8/11/2023	Paid Amt:	\$595.00
							Check Amount:	\$595.00	
0118	chec	105537	6548		MN STATE UNIVERSITY MOORHEAD		Check		
				E 01	010 640 000 316 299	IZABELLA BISHOP		\$3,571.02	
PO#:	Voucher #:	71761	Invoice	Invoice No:	FALL 2023	8/11/2023	Paid Amt:	\$3,571.02	
							Check Amount:	\$3,571.02	
0118	chec	105538	6361		MULCAHY COMPANY		Check		
				E 06	005 867 000 000 350	Boiler Element Gaskets per quote quo-94388-		\$214.93	
				E 06	005 867 000 000 350	NDA shipping est		\$242.56	
PO#:	19344	Voucher #:	71750	Invoice	Invoice No:	PS-INV167087	8/11/2023	Paid Amt:	\$457.49
							Check Amount:	\$457.49	
0118	chec	105539	5615		NATIONAL SCHOOL FORMS		Check		
				E 01	010 050 000 000 401	Early dismissal pass pad		\$27.00	
				E 01	020 050 000 000 401	Tardy pass pad		\$54.40	
				E 01	020 050 000 000 401	Shipping		\$23.94	
PO#:	19268	Voucher #:	71713	Invoice	Invoice No:	55004	8/11/2023	Paid Amt:	\$105.34
							Check Amount:	\$105.34	
0118	chec	105540	6148		NOREDINK CORP		Check		
				E 01	020 206 011 433 406	NoRedInk Premium Student Licenses		\$3,570.00	
PO#:	19288	Voucher #:	71710	Invoice	Invoice No:	20834	8/11/2023	Paid Amt:	\$3,570.00
							Check Amount:	\$3,570.00	
0118	chec	105541	03349		REMIT NORTH CENTRAL INTERNATIONAL, LLC		Check		
				E 03	005 760 000 733 532	labor/drive time		\$592.00	
PO#:	19358	Voucher #:	71764	Invoice	Invoice No:	R226001264:01	8/11/2023	Paid Amt:	\$592.00
							Check Amount:	\$592.00	
0118	chec	105542	4065		NORTHERN STAR COOPERATIVE		Check		
				E 03	005 760 000 720 441	GASOLINE		\$343.96	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105542	4065		NORTHERN STAR COOPERATIVE		Check		
				E 03	005 760 000 720 444 DIESEL			\$305.48	
PO#:	Voucher #:	71752	Invoice		Invoice No: STMT 07312023	8/11/2023	Paid Amt:	\$649.44	
							Check Amount:	\$649.44	
0118	chec	105543	4485		NORTHLAND FIRE PROTECTION		Check		
				E 05	005 865 000 363 305 Extinguisher and EMER lighting Annual Cert B			\$659.05	
PO#: 19317	Voucher #:	71712	Invoice		Invoice No: 54616	8/11/2023	Paid Amt:	\$659.05	
							Check Amount:	\$659.05	
0118	chec	105544	4163		REMIT NORTHLAND LEARNING CENTER		Check		
				E 01	005 405 000 740 396 BRUXVOORT-AUDIOLOGIST			\$4,393.25	
				E 01	005 405 000 740 397 BRUXVOORT-BENEFITS			\$1,691.82	
				E 01	005 406 000 740 396 FISCHER-VISION			\$14,624.45	
				E 01	010 406 000 740 397 FISCHER-BENEFITS			\$2,773.18	
PO#:	Voucher #:	71758	Invoice		Invoice No: 6443	8/11/2023	Paid Amt:	\$23,482.70	
							Check Amount:	\$23,482.70	
0118	chec	105545	4632		PEMBERTON SORLIE RUFER &		Check		
				E 01	005 110 000 000 305 Consulting Fees			\$331.00	
PO#:	Voucher #:	71763	Invoice		Invoice No: 159	8/11/2023	Paid Amt:	\$331.00	
				E 01	005 110 000 000 305 Consulting Fees			\$355.00	
PO#:	Voucher #:	71781	Invoice		Invoice No: 160	8/11/2023	Paid Amt:	\$355.00	
							Check Amount:	\$686.00	
0118	chec	105546	06636		PINE CONE PRESS CITIZEN		Check		
				E 01	005 110 000 000 380 COMPUTER SALE			\$168.00	
PO#:	Voucher #:	71715	Invoice		Invoice No: STMT 7/25/23	8/11/2023	Paid Amt:	\$168.00	
							Check Amount:	\$168.00	
0118	chec	105547	05240	R	PIONEER MANUFACTURING CO		Check		
				E 01	005 810 000 000 401 Field Paint per quote IN136800 quick stripe 7-			\$975.00	
				E 01	005 810 000 000 401 Freight			\$23.75	
PO#: 19309	Voucher #:	71714	Invoice		Invoice No: INV889639	8/11/2023	Paid Amt:	\$998.75	
							Check Amount:	\$998.75	
0118	chec	105548	03258		RAPIDS WELDING SUPPLY		Check		
				E 03	005 760 000 720 420 ACETONE			\$18.00	
				E 03	005 760 000 720 420 OXYGEN			\$16.50	
				E 03	005 760 000 720 420 POLY PROYLENE			\$5.50	
				E 03	005 760 000 720 420 ARGON/CO2			\$5.50	
PO#:	Voucher #:	71753	Invoice		Invoice No: 0030036956	8/11/2023	Paid Amt:	\$45.50	
							Check Amount:	\$45.50	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105549	6534		ROGER'S TWO WAY RADIO, INC		Check		
				E 03	005 760 000 720 420	Tech Labor		\$390.00	
				E 03	005 760 000 720 420	Mileage		\$224.45	
		PO#: 19321	Voucher #:	71694	Invoice	Invoice No: 23524	8/11/2023	Paid Amt:	\$614.45
								Check Amount:	\$614.45
0118	chec	105550	4813		RSCHOOLTODAY		Check		
				E 04	500 505 000 321 308	23-24 Activity Scheduler		\$150.00	
				E 01	310 292 110 000 305	FACILITY SCHEDULER		\$150.00	
		PO#:	Voucher #:	71777	Invoice	Invoice No: 89299	8/11/2023	Paid Amt:	\$300.00
								Check Amount:	\$300.00
0118	chec	105551	05304		SANDSTROM'S		Check		
				E 02	005 770 000 705 495	BREAKFAST		\$32.00	
				E 02	005 770 000 701 495	LUNCH		\$68.00	
		PO#:	Voucher #:	71755	Invoice	Invoice No: 467981	8/11/2023	Paid Amt:	\$100.00
				E 02	005 770 000 705 495	BREAKFAST		\$32.00	
				E 02	005 770 000 701 495	LUNCH		\$33.00	
		PO#:	Voucher #:	71783	Invoice	Invoice No: 468921	8/11/2023	Paid Amt:	\$65.00
								Check Amount:	\$165.00
0118	chec	105552	3870		SCHOLASTIC CLASSROOM MAGAZINES		Check		
				E 01	010 203 000 000 406	Classroom Magazines Subscription		\$1,120.13	
				E 01	010 203 000 000 406	shipping		\$112.13	
		PO#: 19266	Voucher #:	71716	Invoice	Invoice No: M7361982	8/11/2023	Paid Amt:	\$1,232.26
				E 04	500 580 000 325 401	CLIFFORD MY BIG WORLD		\$192.50	
				E 04	500 580 000 325 401	SHIPPING		\$19.25	
		PO#:	Voucher #:	71754	Invoice	Invoice No: M7367384	8/11/2023	Paid Amt:	\$211.75
								Check Amount:	\$1,444.01
0118	chec	105553	4925	R	SCHOOL SPECIALTY LLC		Check		
				E 03	005 760 000 720 401	Bus Pass Books		\$257.38	
		PO#: 19204	Voucher #:	71717	Invoice	Invoice No: 208132614096	8/11/2023	Paid Amt:	\$257.38
								Check Amount:	\$257.38
0118	chec	105554	6314		SFM		Check		
				E 01	005 110 000 000 270	9/1/23 INSTALLMENT-WORK COMP MN		\$2,323.00	
				E 01	005 110 000 000 270	INTALLMENT CHARGE MN		\$5.00	
				E 01	005 110 000 000 270	MN SPECIAL COMP FUND ASSESSMENT		\$154.00	
		PO#:	Voucher #:	71756	Invoice	Invoice No: 3072844	8/11/2023	Paid Amt:	\$2,482.00
				E 01	005 110 000 000 270	Workers Compens		\$2,748.00	
		PO#:	Voucher #:	71785	Invoice	Invoice No: 3078240	8/11/2023	Paid Amt:	\$2,748.00
								Check Amount:	\$5,230.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105555	6314	REMIT	SFM		Check		
				E 01	005 110 000 000 270	Workers Compens		\$227.46	
	PO#:	Voucher #:	71784	Invoice	Invoice No: 174,001	8/11/2023	Paid Amt:	\$227.46	
							Check Amount:	\$227.46	
0118	chec	105556	6255		SHERWIN-WILLIAMS CO		Check		
				E 01	005 810 000 000 410	Paint for ELEM and Rollers with a case of tape		\$682.88	
				E 01	005 810 000 000 410	shipping est		\$0.00	
	PO#: 19296	Voucher #:	71720	Invoice	Invoice No: 8325-4	8/11/2023	Paid Amt:	\$682.88	
				E 01	005 810 000 000 420	Paint for ELEM and Rollers with a case of tape		\$457.68	
	PO#: 19296	Voucher #:	71721	Invoice	Invoice No: 8326-2	8/11/2023	Paid Amt:	\$457.68	
							Check Amount:	\$1,140.56	
0118	chec	105557	5418	REMIT	SHI INTERNATIONAL COPR		Check		
				E 01	005 630 000 000 455	HP ProBook 450 G9 Notebook - Wolf Pro Sec		\$1,759.32	
	PO#: 19319	Voucher #:	71718	Invoice	Invoice No: B17118939	8/11/2023	Paid Amt:	\$1,759.32	
				E 01	005 630 000 000 455	Dell OptiPlex 3000 - SFF - Core i5 12500 / 3 C		\$1,948.60	
	PO#: 19319	Voucher #:	71719	Invoice	Invoice No: B17164623	8/11/2023	Paid Amt:	\$1,948.60	
							Check Amount:	\$3,707.92	
0118	chec	105558	5941		SOURCEWELL		Check		
				E 01	010 640 034 316 366	HRS Leadership Retreat 2023		\$231.25	
				E 01	020 640 034 316 366	HRS Leadership Retreat 2023		\$231.25	
	PO#: 19215	Voucher #:	71725	Invoice	Invoice No: INV00002038	8/11/2023	Paid Amt:	\$462.50	
							Check Amount:	\$462.50	
0118	chec	105559	6146		TC's FOODS INC		Check		
				E 02	005 770 000 701 490	Food		\$9.24	
	PO#:	Voucher #:	71787	Invoice	Invoice No: 8/23 STMT	8/11/2023	Paid Amt:	\$9.24	
							Check Amount:	\$9.24	
0118	chec	105560	6512		THELEN HEATING & ROOFING, INC		Check		
				E 01	005 810 013 155 520	Bldg Construction		\$125,000.00	
				E 01	005 810 013 160 520	Bldg Construction		\$95,685.00	
	PO#:	Voucher #:	71782	Invoice	Invoice No: APP #3	8/11/2023	Paid Amt:	\$220,685.00	
							Check Amount:	\$220,685.00	
0118	chec	105561	5619		TK ELEVATOR CORPORATION		Check		
				E 05	005 865 000 347 305	FULL MAINTENANCE PACKAGE		\$2,472.95	
	PO#:	Voucher #:	71786	Invoice	Invoice No: 3007396779	8/11/2023	Paid Amt:	\$2,472.95	
							Check Amount:	\$2,472.95	
0118	chec	105562	01099		UPPER LAKES FOODS, INC		Check		
				E 02	005 770 000 705 490	BREAKFAST		\$91.41	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	105562	01099		UPPER LAKES FOODS, INC		Check
				E 02	005 770 000 701 490 LUNCH		\$529.51
PO#:	Voucher #:	71757	Invoice		Invoice No: 317214-00	8/11/2023	Paid Amt: \$620.92
							Check Amount: \$620.92
0118	chec	105563	6145		VIDCOM TECHNOLOGY, LLC		Check
				E 01	010 203 013 161 456 Macbook Air LCD replacement		\$175.00
				E 01	010 203 013 161 456 A2337 LCD Assembly		\$309.00
PO#: 19342	Voucher #:	71768	Invoice		Invoice No: 11049	8/11/2023	Paid Amt: \$484.00
							Check Amount: \$484.00
0118	chec	105564	3296		AMAZON.COM		Check
				E 01	020 220 000 000 430 B0006VRVGO Smead Interior File Folder, 1/3-		\$19.87
				E 01	020 220 000 000 430 B07MWP8FL3 Crayola Low Odor Dry Erase M		\$23.15
				E 01	020 220 000 000 430 B07X3RR2V6 VSUDO 2 Rolls 35.4" by 78.7" F		\$35.81
				E 01	020 220 000 000 430 B07X48LB2P Amazon Basics Hanging File Fo		\$11.80
				E 01	020 220 000 000 430 B0894R2MS7 LED Strip Light Connectors 40F		\$27.96
				E 01	020 220 000 000 430 B08DM47BWR HAIMAX Metal Signs Welcom		\$16.16
				E 01	020 220 000 000 430 B08PDRPY6W 2Fold Supply Pencil Dispense		\$39.99
				E 01	020 220 000 000 430 B08SCD79CV Electric Pencil Sharpener Heav		\$24.99
				E 01	020 220 000 000 430 B0969XCCWX 3 Pieces Inflatable Beach Ball		\$6.99
				E 01	020 220 000 000 430 B096H6H344 Vintage Stay Positive Skull Sign		\$11.99
				E 01	020 220 000 000 430 B09P16YV2K 1" x 2-5/8" Address Labels 900		\$13.76
				E 01	020 220 000 000 430 B09P81NB8D 300PCS Meme Stickers Pack, I		\$12.90
				E 01	020 220 000 000 430 B09QLJM1ZV Aesthetic Bookmarks for Book I		\$13.99
				E 01	020 220 000 000 430 B09TPB5JTC Meme Stickers 300 PCS Funny		\$8.99
				E 01	020 220 000 000 430 B09V366BDY KSIPZE 100ft Led Strip Lights F		\$38.97
				E 01	020 220 000 000 430 B09WY3CRNB Boloyo Acrylic Book Stand wtl		\$13.99
				E 01	020 220 000 000 430 B09XXCTB8F Ausemku Shower Curtain Rod -		\$50.98
				E 01	020 220 000 000 430 B0B67NRST6 72 Pcs Bookmarks for Book Lo		\$12.99
				E 01	020 220 000 000 430 B0B7ZYSVY4 63 Pcs Butterfly Wall Decor Spi		\$9.79
				E 01	020 220 000 000 430 B0BZVV8BB4 Book Stand for Reading, Adjust		\$31.99
PO#: 19351	Voucher #:	71790	Invoice		Invoice No: 1ML1-KT7W-7L73	8/23/2023	Paid Amt: \$427.06
				E 01	010 203 013 161 430 0689858086 Independent Dames: What You N		\$15.74
				E 01	010 203 013 161 430 0807572195 Samuel's Choice		\$6.19
				E 01	010 203 013 161 430 1426300425 George vs. George: The America		\$6.79
				E 01	010 203 013 161 430 B000BPLNHS Coleman Cable 03517 Flat Pluq		\$11.94
				E 01	010 203 013 161 430 B00AKWLSO0 Westcott Electric iPoint Evoluti		\$52.37
				E 01	010 203 013 161 430 B07L6KPT9P Amazon Basics Solid Wood Sac		\$120.38
				E 01	010 203 013 161 430 B07Y7ZMYK4 Erasable Gel Pens, 15 Pack Bl		\$14.99
				E 01	010 203 013 161 430 B07ZNH8QKG EOOUT 36pcs Plastic Envelop		\$16.99

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105564	3296		AMAZON.COM		Check		
				E 01	010 203 013 161 430	B08JKJ3R5W Nourison Essentials Indoor/Out		\$49.99	
				E 01	010 203 013 161 430	B09G9YSRFP WYT Weave Storage Organize		\$79.96	
				E 01	010 203 013 161 430	B09PDLBFKY 6 Ft Surge Protector Power Stri		\$14.98	
				E 01	010 203 013 161 430	Amazon Shipping Charge		\$0.00	
	PO#: 19361	Voucher #:	71791	Invoice	Invoice No: 1WFW-9F1N-DY6H	8/23/2023		Paid Amt:	\$390.32
				E 01	010 203 013 161 530	B01L12KL72 EasyPAG File Organizer Mesh 5		\$39.98	
				E 01	010 203 013 161 530	B01MU0SP2W Simple Houseware Dual Bar A		\$44.87	
				E 01	010 203 013 161 530	B07PBT2K43 AFMAT Electric Pencil Sharpene		\$30.49	
				E 01	010 203 013 161 530	B09BDDWQJ4 Signature Design by Ashley La		\$81.77	
				E 01	010 203 013 161 530	B0B982K19F Cube Storage Bins - 11 Inch Sto		\$28.99	
				E 01	010 203 013 161 530	Amazon Shipping Charge		\$0.00	
	PO#: 19349	Voucher #:	71792	Invoice	Invoice No: 16FY-T1RN-4R96	8/23/2023		Paid Amt:	\$226.10
				E 01	005 810 000 000 420	3 pack 10 lb quikrete fast setting		\$56.39	
				E 01	005 810 000 000 420	quikrete 990201 bonding adhesive		\$38.26	
				E 01	005 810 000 000 420	M-D Building Products 49124 Pointing Trowel		\$7.98	
				E 01	005 810 000 000 420	Freight		\$6.99	
	PO#: 19350	Voucher #:	71793	Invoice	Invoice No: 1DY3-1L9K-C4C7	8/23/2023		Paid Amt:	\$109.62
								Check Amount:	\$1,153.10
0118	chec	105565	04084		AMERICAN DISPOSAL		Check		
				E 01	005 810 000 000 331	Garbage		\$535.79	
	PO#:	Voucher #:	71794	Invoice	Invoice No: 540509991	8/23/2023		Paid Amt:	\$535.79
								Check Amount:	\$535.79
0118	chec	105566	4459		ARCHITECTURAL RESOURCES INC		Check		
				E 06	005 867 000 384 520	FIELD PROJECT		\$1,439.20	
	PO#:	Voucher #:	71800	Invoice	Invoice No: 21093.2-2	8/23/2023		Paid Amt:	\$1,439.20
				E 01	005 760 013 160 520	Bldg Construction		\$4,013.60	
	PO#:	Voucher #:	71801	Invoice	Invoice No: 21093.1-3	8/23/2023		Paid Amt:	\$4,013.60
								Check Amount:	\$5,452.80
0118	chec	105567	6553		BEARS PLAYGROUND		Check		
				E 04	500 582 000 344 520	in-ground slide kit		\$3,599.00	
				E 04	500 582 000 344 520	shipping		\$1,299.00	
	PO#: 19284	Voucher #:	71795	Invoice	Invoice No: 8708	8/23/2023		Paid Amt:	\$4,898.00
								Check Amount:	\$4,898.00
0118	chec	105568	6322		BRENT SCHIMEK		Check		
				E 01	310 292 110 000 305	FACILITY SCHEDULER		\$1,500.00	
	PO#:	Voucher #:	71789	Invoice	Invoice No: 09012023	8/23/2023		Paid Amt:	\$1,500.00
								Check Amount:	\$1,500.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	105569	01626		cmERDC		Check
				E 01	010 212 000 000 430	Royal Blue Construction Paper	\$4.27
				E 01	010 212 000 000 430	Sky Blue Construction Paper	\$3.34
				E 01	010 212 000 000 430	Turquoise Construction Paper	\$4.17
				E 01	010 212 000 000 430	Dark Green	\$4.67
				E 01	010 212 000 000 430	Holiday Green Construction Paper	\$3.67
				E 01	010 212 000 000 430	Festive Red Construction Paper	\$3.56
				E 01	010 212 000 000 430	Magenta Red Construction Paper	\$3.90
				E 01	010 212 000 000 430	Black Construction Paper	\$3.42
				E 01	010 212 000 000 430	Orange Construction Paper	\$3.69
				E 01	010 212 000 000 430	Dark Brown Construction Paper	\$3.26
				E 01	010 212 000 000 430	Gold Construction Paper	\$3.90
PO#: 19082	Voucher #:	71728	Invoice		Invoice No: 192369	8/23/2023	Paid Amt: \$41.85
			E 01	020 620 000 000 401	laminating film 25x500	\$70.12	
			E 01	020 620 000 000 401	AA Batteries	\$26.10	
			E 01	020 620 000 000 401	USB drive	\$37.44	
			E 01	020 620 000 000 401	Book Tape	\$33.80	
PO#: 19275	Voucher #:	71729	Invoice		Invoice No: 192365	8/23/2023	Paid Amt: \$167.46
			E 01	020 620 000 000 480	laminating film 27x500	\$79.46	
			E 01	020 620 000 000 480	AAA batteries	\$9.60	
			E 01	020 620 000 000 480	Canned Air	\$30.72	
PO#: 19274	Voucher #:	71730	Invoice		Invoice No: 192365-1	8/23/2023	Paid Amt: \$119.78
			E 01	020 620 000 000 480	laminator	\$1,960.58	
			E 01	020 620 000 000 480	laminating film	\$158.92	
PO#: 19272	Voucher #:	71759	Invoice		Invoice No: 192365-2	8/23/2023	Paid Amt: \$2,119.50
			E 01	005 810 000 000 410	Supplies misc	\$3,808.25	
PO#: 19019	Voucher #:	71765	Invoice		Invoice No: 192370	8/23/2023	Paid Amt: \$3,808.25
			E 02	005 770 000 701 401	Food Service paper supplies	\$691.62	
PO#: 19276	Voucher #:	71766	Invoice		Invoice No: 192366	8/23/2023	Paid Amt: \$691.62
			E 02	005 770 000 701 401	ALUMINIUM FOIL	\$575.00	
PO#:	Voucher #:	71767	Invoice		Invoice No: 193043	8/23/2023	Paid Amt: \$575.00
			E 01	005 110 000 000 401	District Split asst. paper	\$732.07	
			E 01	020 211 000 000 430	Second Split asst. paper	\$1,585.54	
			E 01	010 203 202 000 401	Elem Split asst. paper	\$1,585.54	
PO#: 19363	Voucher #:	71796	Invoice		Invoice No: 192390	8/23/2023	Paid Amt: \$3,903.15
			E 01	005 110 000 000 401	General Supplies	\$60.70	
PO#:	Voucher #:	71797	Invoice		Invoice No: 192371	8/23/2023	Paid Amt: \$60.70
			E 01	010 203 202 000 401	Elem 40%	\$1,443.49	
PO#: 19273	Voucher #:	71798	Invoice		Invoice No: 192368	8/23/2023	Paid Amt: \$1,443.49

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	105569	01626		cmERDC		Check
				E 01	020 211 000 000 401	Second 40%	\$957.30
				E 01	005 110 000 000 401	District 20%	\$316.15
PO#:	19273	Voucher #:	71799	Invoice	Invoice No: 192367	8/23/2023	Paid Amt: \$1,273.45
							Check Amount: \$14,204.25
0118	chec	105570	4397		DELTA DENTAL OF MN		Check
				E 01	010 203 000 000 291	ELEM RETIREE	\$190.16
				B 01	215 046	DISTRICT CONTRIBUTION	\$3,300.84
				E 01	020 211 000 000 291	SEC RETIREE	\$92.72
				E 01	010 050 000 000 291	ADMIN RETIREE	\$140.26
PO#:		Voucher #:	71834	Invoice	Invoice No: RIS0005143568	8/23/2023	Paid Amt: \$3,723.98
							Check Amount: \$3,723.98
0118	chec	105571	6550		GREEN AGAIN LAWN AND LANDSCAPING, INC		Check
				E 01	005 810 000 000 350	Spray for Ants Football and Softball field	\$775.00
PO#:	19373	Voucher #:	71802	Invoice	Invoice No: 9352	8/23/2023	Paid Amt: \$775.00
							Check Amount: \$775.00
0118	chec	105572	5757		HERITAGE EMBROIDERY & DESIGN		Check
				E 01	310 296 310 301 402	VX450C-223, Lexum Volleyball	\$450.00
				E 01	310 296 310 301 402	VX5EC-220, Perfection Volleyball	\$138.00
				E 01	310 296 310 301 402	VBCART-BLACK - Hammock Volleyball Cart	\$45.00
				E 01	310 296 310 301 402	Freight	\$85.00
PO#:	19157	Voucher #:	71810	Invoice	Invoice No: 54736	8/23/2023	Paid Amt: \$718.00
							Check Amount: \$718.00
0118	chec	105573	03788	R	HILLYARD/HUTCHINSON		Check
				E 01	005 810 000 000 410	dust mop	\$45.00
				E 01	005 810 000 000 420	shipping est	\$0.00
PO#:	19301	Voucher #:	71804	Invoice	Invoice No: 605190261	8/23/2023	Paid Amt: \$45.00
				E 01	005 810 000 000 410	GEO27700 5 CS 52.45 262.25 TOWEL ROLL	\$262.25
				E 01	005 810 000 000 410	HIL0081025 16 EA 41.56 664.96 ARSENAL 1	\$664.96
				E 01	005 810 000 000 410	HIL30418 40 PAC 4.86 194.40 GLOVE NITRIL	\$194.40
				E 01	005 810 000 000 410	PAP10171 20 CS 38.64 772.80 TISSUE HC C	\$772.80
PO#:	19330	Voucher #:	71805	Invoice	Invoice No: 605190263	8/23/2023	Paid Amt: \$1,894.41
				E 01	005 810 000 000 410	HIL30413 40 PAC 4.86 194.40 GLOVE NITRIL	\$155.52
PO#:	19330	Voucher #:	71806	Invoice	Invoice No: 605201120	8/23/2023	Paid Amt: \$155.52
				E 01	005 810 000 000 401	FLEX STRIP BRUSH 26IN SKIRT	\$92.10
PO#:		Voucher #:	71807	Invoice	Invoice No: 605190262	8/23/2023	Paid Amt: \$92.10
							Check Amount: \$2,187.03

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	105574	01052		HOLKERS DO IT BEST LUMBER		Check
				E 03	005 760 000 720 420 Misc Hardware		\$14.65
PO#:	Voucher #:	71803	Invoice	Invoice No:	2308-056223	8/23/2023	Paid Amt: \$14.65
							Check Amount: \$14.65
0118	chec	105575	5362		HUDL		Check
				E 01	310 294 210 000 405 Hudl Silver (Competitive)		\$900.00
PO#: 19371	Voucher #:	71808	Invoice	Invoice No:	H00031771	8/23/2023	Paid Amt: \$900.00
							Check Amount: \$900.00
0118	chec	105576	1279	R	JOHNSON CONTROLS		Check
				E 01	005 810 000 000 420 Room Stat JCI per quote 7-11-23 PN NSB8BT		\$275.72
PO#: 19310	Voucher #:	71831	Invoice	Invoice No:	1-130405702441	8/23/2023	Paid Amt: \$275.72
				E 06	005 867 000 000 350 Fan Belts per quote 1-1N3VBREJ 4-26-23		\$1,952.00
PO#: 19366	Voucher #:	71832	Invoice	Invoice No:	1-1304488031	8/23/2023	Paid Amt: \$1,952.00
							Check Amount: \$2,227.72
0118	chec	105577	01095		LAKE COUNTRY POWER		Check
				E 01	005 810 000 000 332 FOOTBALLS LIGHTS		\$53.00
PO#:	Voucher #:	71815	Invoice	Invoice No:	10000175-8/1-9/1	8/23/2023	Paid Amt: \$53.00
				E 01	005 810 000 000 332 BOILER HOUSE		\$6,442.00
PO#:	Voucher #:	71816	Invoice	Invoice No:	90000204/205-8/1-9/1	8/23/2023	Paid Amt: \$6,442.00
				E 01	005 810 000 000 332 ECFE BLDG		\$955.00
PO#:	Voucher #:	71817	Invoice	Invoice No:	90000206-8/1-9/1	8/23/2023	Paid Amt: \$955.00
				E 01	005 810 000 000 332 NEW SCHOOL		\$16,599.00
PO#:	Voucher #:	71818	Invoice	Invoice No:	90000203-8/1-9/1	8/23/2023	Paid Amt: \$16,599.00
				E 01	005 810 000 000 332 FOOTBALL LIGHTS		\$50.00
PO#:	Voucher #:	71819	Invoice	Invoice No:	10000176-8/1-9/1	8/23/2023	Paid Amt: \$50.00
							Check Amount: \$24,099.00
0118	chec	105578	5223		MADISON NATIONAL LIFE		Check
				B 01	215 036 Ltd Insurance Withholding Payable-Dist		\$1,055.34
PO#:	Voucher #:	71836	Invoice	Invoice No:	09012023	8/23/2023	Paid Amt: \$1,055.34
							Check Amount: \$1,055.34
0118	chec	105579	1095		MARCO TECHNOLOGIES LLC		Check
				E 01	005 110 371 000 580 DISTRICT		\$773.37
				E 01	020 211 000 000 580 ELEMENTARY		\$773.38
				E 01	020 211 000 000 580 SECONDARY		\$773.37
PO#:	Voucher #:	71811	Invoice	Invoice No:	508225794	8/23/2023	Paid Amt: \$2,320.12
							Check Amount: \$2,320.12

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105580	4225		MIDWEST BUS PARTS		Check		
				E 03	005 760 000 720 420	IC FULL WINDSHIELD W/BAND		\$189.20	
PO#:	Voucher #:	71812	Invoice	Invoice No:	187400	8/23/2023	Paid Amt:	\$189.20	
				E 03	005 760 000 720 420	GSS LED WORK LIGHT LARGE		\$109.90	
				E 03	005 760 000 720 420	SAFETY SEAL		\$2.40	
PO#:	Voucher #:	71813	Invoice	Invoice No:	187368	8/23/2023	Paid Amt:	\$112.30	
				E 03	005 760 000 720 420	WASTEBASKETS		\$176.50	
PO#:	Voucher #:	71814	Invoice	Invoice No:	WEB67191-1	8/23/2023	Paid Amt:	\$176.50	
							Check Amount:	\$478.00	
0118	chec	105581	6463		MIDWEST WASH SYSTEMS		Check		
				E 03	005 760 000 720 350	labor		\$417.00	
				E 03	005 760 000 720 420	undercarriage sprayer		\$1,840.00	
				E 03	005 760 000 720 420	car wash soap		\$379.50	
				E 03	005 760 000 720 420	salt neutralizer 55 gallon		\$489.00	
				E 03	005 760 000 720 350	labor		\$199.31	
PO#: 19379	Voucher #:	71809	Invoice	Invoice No:	17932	8/23/2023	Paid Amt:	\$3,324.81	
							Check Amount:	\$3,324.81	
0118	chec	105582	5373		MN DEPT LABOR & INDUSTRY		Check		
				E 01	005 810 000 000 420	PRESSURE VESSEL/BOILER		\$60.00	
PO#:	Voucher #:	71821	Invoice	Invoice No:	ABR0307934X	8/23/2023	Paid Amt:	\$60.00	
				E 01	005 810 000 000 420	ELEVATOR ANNUAL OP		\$100.00	
PO#:	Voucher #:	71822	Invoice	Invoice No:	ALR0149742X	8/23/2023	Paid Amt:	\$100.00	
							Check Amount:	\$160.00	
0118	chec	105583	6567		NORTH COUNTRY CHEVROLET BUICK GMC		Check		
				E 03	005 760 000 720 420	inspection		\$140.00	
				E 03	005 760 000 720 420	tire repair		\$59.28	
PO#: 19378	Voucher #:	71820	Invoice	Invoice No:	207529	8/23/2023	Paid Amt:	\$199.28	
							Check Amount:	\$199.28	
0118	chec	105584	5651		OFFICE OF MNIT SERVICES		Check		
				E 01	005 810 000 000 320	Telephone		\$18.60	
PO#:	Voucher #:	71823	Invoice	Invoice No:	W23070681	8/23/2023	Paid Amt:	\$18.60	
							Check Amount:	\$18.60	
0118	chec	105585	5796		O'REILLY AUTO PARTS		Check		
				E 03	005 760 000 720 420	JP-12-10000t		\$1,017.53	
PO#: 19355	Voucher #:	71826	Invoice	Invoice No:	1533-175844	8/23/2023	Paid Amt:	\$1,017.53	
				E 03	005 760 000 720 420	WINDOW MARKERS		\$17.97	
				E 03	005 760 000 720 420	WINDOW MARKER		\$9.49	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	105585	5796		O'REILLY AUTO PARTS		Check		
				E 03	005 760 000 720 420	ENGINE PAINT		\$24.98	
PO#:	Voucher #:	71827	Invoice		Invoice No: 1533-177272	8/23/2023	Paid Amt:	\$52.44	
							Check Amount:	\$1,069.97	
0118	chec	105586	2035		PITNEY BOWES INC		Check		
				E 01	005 110 000 000 329	POSTAGE		\$450.00	
PO#:	Voucher #:	71825	Invoice		Invoice No: AUGUST	8/23/2023	Paid Amt:	\$450.00	
							Check Amount:	\$450.00	
0118	chec	105587	04532		POPLERS MUSIC INC		Check		
				E 01	020 206 011 433 401	YAMAHA YCL221II BASS CLARINET-MATTE		\$2,170.00	
PO#:	Voucher #:	71833	Invoice		Invoice No: 2764766	8/23/2023	Paid Amt:	\$2,170.00	
							Check Amount:	\$2,170.00	
0118	chec	105588	5594		PQL		Check		
				E 01	005 810 000 000 420	F32T8-sky brite lamps 2 cases with shipping e		\$225.56	
PO#: 19369	Voucher #:	71824	Invoice		Invoice No: 627394	8/23/2023	Paid Amt:	\$225.56	
							Check Amount:	\$225.56	
0118	chec	105589	1915		PITNEY BOWES BANK IN RESERVE ACCOUNT		Check		
				E 01	020 211 000 000 329	Postage High School 1/3		\$667.00	
				E 01	010 203 202 000 329	Postage Elem 1/3		\$667.00	
				E 01	005 110 000 000 329	Postage District 1/3		\$667.00	
PO#: 19376	Voucher #:	71838	Invoice		Invoice No: 2023-2024	8/23/2023	Paid Amt:	\$2,001.00	
							Check Amount:	\$2,001.00	
0118	chec	105590	6412		SOUTHSIDE TIRE & AUTO, LLC		Check		
				E 03	005 760 000 720 350	labor		\$755.40	
				E 03	005 760 000 720 420	parts		\$152.20	
PO#: 19377	Voucher #:	71828	Invoice		Invoice No: 37392	8/23/2023	Paid Amt:	\$907.60	
							Check Amount:	\$907.60	
0118	chec	105591	5940		UR TURN, SBC		Check		
				E 01	020 710 000 000 405	U-Turn		\$3,000.00	
PO#:	Voucher #:	71829	Invoice		Invoice No: 23-063	8/23/2023	Paid Amt:	\$3,000.00	
							Check Amount:	\$3,000.00	
0118	chec	105592	6489		VSP INSURANCE CO. (CT)		Check		
				B 01	215 032	ER Cafe Plan Payroll Deductions		\$53.34	
PO#:	Voucher #:	71835	Invoice		Invoice No: 818600089	8/23/2023	Paid Amt:	\$53.34	
							Check Amount:	\$53.34	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	105593	6025		AMANO MCGANN		Check
				E 01	005 810 000 000 420 bus gate lift arm		\$2,254.52
	PO#: 19058	Voucher #:	71839	Invoice	Invoice No: INV187767	8/29/2023	Paid Amt: \$2,254.52
							Check Amount: \$2,254.52
0118	chec	105594	6513		COLONIAL LIFE		Check
				B 01	215 032 ER Cafe Plan Payroll Deductions		\$160.30
	PO#:	Voucher #:	71840	Invoice	Invoice No: August	8/29/2023	Paid Amt: \$160.30
							Check Amount: \$160.30
0118	chec	105595	6476		UHS PREMIUM BILLING		Check
				E 01	010 203 000 000 291 ELEM RETIREE		\$855.67
				E 01	020 211 000 000 291 SEC RETIREE		\$671.93
				E 01	010 050 000 000 291 ADMIN RETIREE		\$855.67
				B 01	215 031 DISTRICT CONTRIBUTION		\$29,020.75
	PO#:	Voucher #:	71837	Invoice	Invoice No: 686371960607	8/29/2023	Paid Amt: \$31,404.02
							Check Amount: \$31,404.02
Report Total:							\$583,682.38

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16168	0118	chec														
Doro Oct-Dec			21607	Credit	A	08/15/23	9900	Check	1	1070	RETIRE/DEDUCT:					
						0118	E 01 010 050	000 000	291	Retired Emp Benefit					278.16	0.00
														Receipt Total:	\$278.16	\$0.00
Mckinna VB fee			21608	Credit	A	08/15/23	9901	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					55.00	0.00
														Receipt Total:	\$55.00	\$0.00
Lauren Anderson VB			21609	Credit	A	08/15/23	9902	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
Andrew & Henry Holter FB			21610	Credit	A	08/15/23	9903	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					90.00	0.00
														Receipt Total:	\$90.00	\$0.00
Bella Lego VB			21611	Credit	A	08/15/23	9904	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
Trevor Lange FB, BB, Baseball			21612	Credit	A	08/15/23	9905	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					105.00	0.00
														Receipt Total:	\$105.00	\$0.00
			21613	Credit	A	08/15/23	9906	Check	1	1072	COMMUNITY EDUATION					
						0118	R 04 500 505	305 321	040	Tuition fm Patrons					1,995.00	0.00
														Receipt Total:	\$1,995.00	\$0.00
			21614	Credit	A	08/15/23	9907	Check	1	1072	COMMUNITY EDUATION					
						0118	R 04 500 505	305 321	040	Tuition fm Patrons					50.00	0.00
														Receipt Total:	\$50.00	\$0.00
Noah & Landon sports fees			21615	Credit	A	08/15/23	9908	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					110.00	0.00
														Receipt Total:	\$110.00	\$0.00
Kelsey VB			21616	Credit	A	08/15/23	9909	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000	050	Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16168	0118	chec														
Madalyn VB			21617	Credit	A	08/15/23	9911	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050		Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
Kiley Kibbler CC Fee			21618	Credit	A	08/15/23	9912	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00
														Receipt Total:	\$55.00	\$0.00
Abby VB fee			21619	Credit	A	08/15/23	9913	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050		Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
NCS Mar23 ELS			21620	Credit	A	08/15/23	9914	Check	1	1082	LLBO EARLY CHILDHOOD					
						0118	R 04 500 582	000 337 300		Pathways II					1,000.00	0.00
														Receipt Total:	\$1,000.00	\$0.00
Apr 23 ELS			21621	Credit	A	08/15/23	9915	Check	1	1082	LLBO EARLY CHILDHOOD					
						0118	R 04 500 582	000 337 300		Pathways II					1,000.00	0.00
														Receipt Total:	\$1,000.00	\$0.00
May 23 ELS			21622	Credit	A	08/15/23	9916	Check	1	1082	LLBO EARLY CHILDHOOD					
						0118	R 04 500 582	000 337 300		Pathways II					1,000.00	0.00
														Receipt Total:	\$1,000.00	\$0.00
Nora Wake VB			21623	Credit	A	08/15/23	9917	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050		Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
2 iPad, 2 MacBook			21624	Credit	A	08/15/23	9891	Check	1	c1	Miscellaneous Customer					
						0118	R 01 005 110	000 000 624		Sale of Equipment					320.00	0.00
														Receipt Total:	\$320.00	\$0.00
Leah Doughty VB			21625	Credit	A	08/15/23	9910	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00
														Receipt Total:	\$55.00	\$0.00
														Deposit Total:	\$9,214.01	\$0.00
16169	0118	chec														
Betty Johnson			21626	Credit	A	08/31/23	9919	Check	1	1070	RETIRE/DEDUCT:					
						0118	E 01 010 203	000 000 291		Elem Retired Emp Benefit					855.67	0.00
														Receipt Total:	\$855.67	\$0.00

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Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16169	0118	chec														
Trap Fundraiser			21627	Credit	A	08/31/23	9920	Check	1	c1	Miscellaneous Customer					
						0118	R 01 310 298	160 301 096			Trap Shoot Donations/Fundr				452.86	0.00
														Receipt Total:	\$452.86	\$0.00
Logan's FB FEE			21628	Credit	A	08/31/23	9921	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				55.00	0.00
														Receipt Total:	\$55.00	\$0.00
Johnson family sports fees			21629	Credit	A	08/31/23	9922	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				200.00	0.00
														Receipt Total:	\$200.00	\$0.00
Charity's VB fee			21630	Credit	A	08/31/23	9923	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				55.00	0.00
														Receipt Total:	\$55.00	\$0.00
Danika's VB fee			21631	Credit	A	08/31/23	9924	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				55.00	0.00
														Receipt Total:	\$55.00	\$0.00
June 23 ELS			21632	Credit	A	08/31/23	9925	Check	1	1082	LLBO EARLY CHILDHOOD					
						0118	R 04 500 582	000 338 300			Pathways I				1,000.00	0.00
														Receipt Total:	\$1,000.00	\$0.00
Camryn & Elliots Sports fee			21633	Credit	A	08/31/23	9926	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				90.00	0.00
														Receipt Total:	\$90.00	\$0.00
Ammerman VB fee			21634	Credit	A	08/31/23	9927	Cash	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				35.00	0.00
														Receipt Total:	\$35.00	\$0.00
P.Harrison-FB fee			21635	Credit	A	08/31/23	9928	Cash	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				55.00	0.00
														Receipt Total:	\$55.00	\$0.00
Dylan-FB, Ashlyn - VB			21636	Credit	A	08/31/23	9929	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292	110 000 050			Activity Fees				110.00	0.00
														Receipt Total:	\$110.00	\$0.00

ISD#118 Remer-Longville Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
16169	0118	chec															
Guage-FB fee			21637	Credit	A	08/31/23	9930	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					35.00	0.00	
															Receipt Total:	\$35.00	\$0.00
Ruyak VB fees			21638	Credit	A	08/31/23	9931	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					70.00	0.00	
															Receipt Total:	\$70.00	\$0.00
Genz - Sports fees			21639	Credit	A	08/31/23	9932	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					90.00	0.00	
															Receipt Total:	\$90.00	\$0.00
Adrianna Collins-VB			21640	Credit	A	08/31/23	9933	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
Christian-FB			21641	Credit	A	08/31/23	9934	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
Ashton Knapp-FB			21642	Credit	A	08/31/23	9936	Cash	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
Jamison-FB			21643	Credit	A	08/31/23	9937	Cash	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
Sulley-FB			21644	Credit	A	08/31/23	9938	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
Adrienne F-VB			21645	Credit	A	08/31/23	9939	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000 050		Activity Fees					55.00	0.00	
															Receipt Total:	\$55.00	\$0.00
B.Johnson Aug-Sept			21646	Credit	A	08/31/23	9940	Check	1	1070	RETIRE/DEDUCT:						
						0118	E 01 010 203	000 000 291		Elem Retired Emp Benefit					1,711.34	0.00	
															Receipt Total:	\$1,711.34	\$0.00

ISD#118 Remer-Longville Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16169	0118	chec														
Hearthland Business Refund			21647	Credit	A	08/31/23	9941	Check	1	c1				Miscellaneous Customer		
						0118	R 01 005 000	000 000	099	Misc Revenue					21.96	0.00
														Receipt Total:	\$21.96	\$0.00
VB concessions 8/25			21648	Credit	A	08/31/23	9942	Cash	1	1119				CONCESSIONS - FOOD S		
						0118	R 01 310 292	125 000	096	CONCESSIONS DISTRICT					360.50	0.00
														Receipt Total:	\$360.50	\$0.00
VB 8/25/23			21649	Credit	A	08/31/23	9943	Cash	1	1118				GATE RECEIPTS		
						0118	R 01 310 292	110 000	060	Activity Admissions					396.00	0.00
														Receipt Total:	\$396.00	\$0.00
Remer Chamber-Parade winning			21650	Credit	A	08/31/23	9944	Cash	1	c1				Miscellaneous Customer		
						0118	R 01 005 000	000 000	099	Misc Revenue					50.00	0.00
														Receipt Total:	\$50.00	\$0.00
B.McClellan Benefits			21651	Credit	A	08/31/23	9945	Check	1	c1				Miscellaneous Customer		
						0118	B 01 215 032			ER Cafe Plan Payroll Deduct					65.56	0.00
														Receipt Total:	\$65.56	\$0.00
B.McClellan Benefits-October			21652	Credit	A	08/31/23	9946	Check	1	c1				Miscellaneous Customer		
						0118	B 01 215 032			ER Cafe Plan Payroll Deduct					65.56	0.00
														Receipt Total:	\$65.56	\$0.00
L.Figgins - September Health			21653	Credit	A	08/31/23	9947	Check	1	1070				RETIRE/DEDUCT:		
						0118	E 01 010 203	000 000	291	Elem Retired Emp Benefit					162.46	0.00
														Receipt Total:	\$162.46	\$0.00
VB-8/29			21654	Credit	A	08/31/23	9948	Cash	1	1118				GATE RECEIPTS		
						0118	R 01 310 292	110 000	060	Activity Admissions					329.00	0.00
														Receipt Total:	\$329.00	\$0.00
VB Concessions			21655	Credit	A	08/31/23	9949	Cash	1	1119				CONCESSIONS - FOOD S		
						0118	R 01 310 292	125 000	096	CONCESSIONS DISTRICT					492.00	0.00
														Receipt Total:	\$492.00	\$0.00
Eli Fenning-FB			21656	Credit	A	08/31/23	9950	Cash	1	1108				AF ACTIVITY FEES		
						0118	R 01 310 292	110 000	050	Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16169	0118	chec														
FY23 fundraiser \$ just collect			21657	Credit	A	08/31/23	9951	Cash	1	1073	BAND I					
						0118	R 01 310 298 410 301 096			Band Activity					49.00	0.00
														Receipt Total:	\$49.00	\$0.00
Megan Horn - CC			21658	Credit	A	08/31/23	9918	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292 110 000 050			Activity Fees					55.00	0.00
														Receipt Total:	\$55.00	\$0.00
														Deposit Total:	\$7,281.91	\$0.00
16172	0118	2														
Summer PK 2023			21672	Credit	A	08/01/23	798421	Wire	1	MDE	Minn Dept of ED					
						0118	R 04 500 582 000 165 400			Pre K Summer School					6,875.00	0.00
														Receipt Total:	\$6,875.00	\$0.00
														Deposit Total:	\$6,875.00	\$0.00
16173	0118	2														
June Food Svc Reim			21673	Credit	A	08/03/23	798531	Wire	1	MDE	Minn Dept of ED					
						0118	R 02 005 770 000 701 300			STATE SCH LUNCH					59.75	0.00
						0118	R 02 005 770 000 701 471			Federal Lunch Aid					377.62	0.00
						0118	R 02 005 770 000 701 471			Federal Lunch Aid					1,701.68	0.00
						0118	R 02 005 770 000 701 471			Federal Lunch Aid					38.24	0.00
						0118	R 02 005 770 000 705 476			Federal Breakfast					1,084.02	0.00
														Receipt Total:	\$3,261.31	\$0.00
														Deposit Total:	\$3,261.31	\$0.00
16174	0118	2														
IDEAS payment 8/15			21674	Credit	A	08/15/23	799084	Wire	1	MDE	Minn Dept of ED					
						0118	R 01 005 000 000 000 234			Hmstd/Ag Market Value Crec					73.87	0.00
						0118	R 04 500 505 000 321 234			Hmstd/Ag Market Value Crec					13.70	0.00
						0118	R 07 005 000 000 000 234			Hmstd/Ag Market Value Crec					377.30	0.00
						0118	R 07 005 000 000 000 258			Other State Credits					6,813.06	0.00
						0118	R 01 005 000 000 000 229			Disparity Reduct Aid					2.08	0.00
						0118	R 04 500 505 000 321 229			Disparity Reduct Aid					0.39	0.00
						0118	R 07 005 000 000 000 229			Disparity Reduct Aid					10.63	0.00

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Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16174	0118	2														
IDEAS payment 8/15																
			21674	Credit	A	08/15/23	799084	Wire	1	MDE						
						0118	R 01 005 000 000 000 211			Gen Ed/Spar/Pen Adj Aid					532,295.74	0.00
														Receipt Total:	\$539,586.77	\$0.00
														Deposit Total:	\$539,586.77	\$0.00
16175	0118	2														
Ideas Payment 8/30																
			21675	Credit	A	08/30/23	799795	Wire	1	MDE						
						0118	R 01 005 000 000 000 211			Gen Ed/Spar/Pen Adj Aid					11,826.80	0.00
						0118	R 03 005 000 000 720 300			NONPUBLIC TRANSPORTI					114.71	0.00
						0118	R 01 005 000 000 756 360			Special Ed Aid					8,343.78	0.00
						0118	R 01 005 000 000 761 300			Special Pupils State Aids					4,695.06	0.00
						0118	R 01 005 000 000 740 360			Special Ed Aid					54,121.35	0.00
						0118	R 01 005 000 000 320 300			SUCCESS F/T FUTURE					2,083.56	0.00
						0118	R 04 500 582 000 344 300			School Readiness State Aids					699.42	0.00
						0118	R 04 500 583 000 354 300			PRESCH SCREEN					21.60	0.00
						0118	R 01 005 000 000 000 212			Literacy Incentive Aid					359.04	0.00
						0118	R 01 005 000 000 313 300			A&I Initial Aid Aid					984.80	0.00
						0118	R 07 005 000 000 000 234			Hmstd/Ag Market Value Crec					563.03	0.00
						0118	R 07 005 000 000 000 258			Other State Credits					11,327.46	0.00
						0118	R 07 005 000 000 000 229			Disparity Reduct Aid					16.46	0.00
						0118	R 01 005 000 000 740 360			Special Ed Aid					138,617.39	0.00
														Receipt Total:	\$233,774.46	\$0.00
														Deposit Total:	\$233,774.46	\$0.00
16176	0118	2														
SERVS FIN 155																
			21676	Credit	A	08/31/23	799923	Wire	1	MDE						
						0118	R 01 005 000 013 155 400			Federal Aids & Grant					125,000.00	0.00
														Receipt Total:	\$125,000.00	\$0.00
														Deposit Total:	\$125,000.00	\$0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
16177	0118	chec														
Cass Cty 2022 Tax Forfeit			21677	Credit	A	08/04/23	08042023	Wire	1	1097	CASS COUNTY AUDITOR					
						0118	R 01 005 000	098 000	019	TAX FORFEITED SALES					251,258.69	0.00

Receipt Total:	\$251,258.69	\$0.00
Deposit Total:	\$251,258.69	\$0.00
Report Total:	\$1,176,252.15	\$0.00

Adopted: _____

~~MSBA/MASA Model~~Independent School District #118 Policy 413

Orig. 1995

Revised: _____

Rev. 2017~~23~~

413 HARASSMENT AND VIOLENCE

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

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

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

school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's ~~Protected Classrace, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.~~

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

III. DEFINITIONS

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

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

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

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

H. Violence; Definition

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or

violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct ~~which that~~ may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

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

complaint shall be filed directly with the superintendent.¹

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

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The

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

investigation may also consist of any other methods and documents deemed pertinent by the investigator.

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

VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter, 260E § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 609.341 (Definitions)
Minn. Stat. ~~§ Ch. 260E 626.556 et seq.~~ (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (~~Section 504 of the~~ Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

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

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Independent School District #118 Policy 501
Orig. 1995

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act of 2003. That law was recently struck down by the Minnesota Court of Appeals. However, in the 2005 session, the Minnesota legislature reenacted this law effective retroactively and without interruption from April 28, 2003. The re-enacted law is now in effect]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.
- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, “flammable liquid” means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, “combustible liquid” is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. persons authorized to carry a pistol under Minn. Stat., Section 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of

directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat., Sections 624.714 or 624.715, or other firearms in accordance with Section 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. a gun or knife show held on school property;
8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a ~~child care~~childcare center; or
9. persons who are on unimproved property owned or leased by a ~~child care~~childcare center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district takes a firm “**No Tolerance**” position on the possession, use or distribution of weapons by students, and a similar position with regard to nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minn. Stat., Section 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. **CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/
DISTRIBUTION**

A. The school district takes a position of “**No Tolerance**” in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While the school district takes a “**No Tolerance**” position on the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

D. Elementary students who are in possession of items such as pocket knives, look alike guns, toy guns or any facsimile of a real weapon for the first time will have the item confiscated and the principal shall conference with the student and parent and document the incident.

However, if the student used the item in any way to threaten or even hint of violence toward another person the procedure set forth in Section V.A. shall be followed. A second occurrence of a violation of this policy by an elementary student will also have section V. A. apply (D. not included in MSBA model policy)

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 609.605 (Trespass)

Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Adopted: 9/15/97

Independent School District #118 Policy 504

Revised: 7/20/00, 9/2016, 2/27/2020, 8/2023

Updated: 3/15/07, 3/09, 10/22/13

Reviewed: 1/18/18

Adopted: _____

MSBA/MASA Model Policy 504

Orig. 1995

Revised: _____

Rev. 2023

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations that support educational goals. Students and their families have the primary and joint responsibility for student clothing and appearance. Teachers and other district staff should exemplify and reinforce student clothing and appearance standards and help students develop an understanding of appropriate appearance in the school environment.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed **suitably** ~~appropriately~~ ~~[or appropriately]~~ for school activities and in keeping with community standards.
- B. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.
- C. Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:
 - 1. does not injure people or damage property;
 - 2. does not materially and substantially disrupt or interfere with the educational process or classwork;
 - 3. does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
 - 4. does not involve substantial disorder or invasion of the rights of others.
- D. Such clothing includes, but is not limited to, the following:
 - 1. Clothing for the weather.
 - 2. Clothing that does not create a health or safety hazard.
 - 3. Clothing for the activity (i.e., physical education or the classroom).
 - 4. Footwear that does not present a safety hazard.

5. Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.

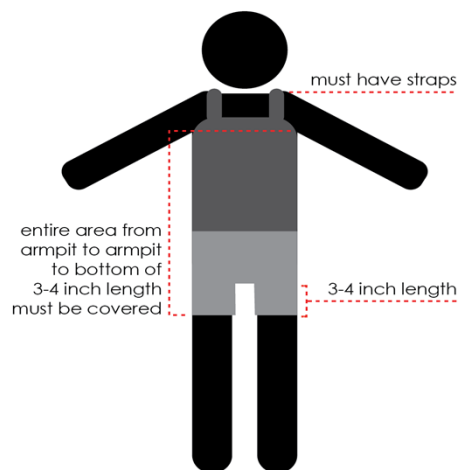
~~5. Headwear, including hats or head coverings, are allowed provided that it does not cover the student's face to the extent that the student is not identifiable. Headgear must not interfere with the educational process. Hoodies must allow the face and ears to be visible from the front and sides and must not interfere with the line of sight to any student or staff including while the student wearing the hoodie is seated. Students may wear headgear for a medical or religious reason~~

D. Student clothing may not include the following:

- ~~1. Option 1: Students may not wear inappropriate clothing.~~

~~Option 2: Extremely brief garments and see-through garments may not be worn.~~

1. Option 3: Clothing must cover areas of skin and undergarments from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see image).



2. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).

3. For safety reasons, bulky outerwear, coats, jackets, blankets, and backpacks are to be left in the student's locker during the regular school day, unless permission is received from administration.

4. 2. Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful

activities.

- ~~53.~~ Apparel promoting products or activities that are illegal for use by minors.
- ~~64.~~ Communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.

- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing clothing on which such messages are stated. Such messages are acceptable as long as they are not lewd; vulgar; obscene; libelous; do not denigrate, harass, or discriminate against others on the basis of protected class status under the Minnesota Human Rights Act; or do not violate school district policies prohibiting discrimination, bullying, violence, harassment, or other harmful activities.

III. PROCEDURES

- A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimalizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student's ability to comply with the dress code, and should seek to address such issues.
- B. When, in the reasonable judgment of the administration, (1) a student's clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).
- C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students and parents or guardians. **A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.**
- D. Likewise, an organized student group may recommend a form of clothing for students considered appropriate for a specific event and bring such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)
Minn. Stat. § 363A.03, Subd. 36a (Definitions)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed. Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)

Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Adopted: _____

MSBA/MASA Model Policy 506

Orig. 1995

Revised: _____

Rev. 2023

506 STUDENT DISCIPLINE

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

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, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with 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. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services,

school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. 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 ~~to~~ prevent imminent bodily harm or death to the student or 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 ~~to~~ prevent imminent bodily harm or death to the student or 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 ~~to~~ prevent bodily harm or death to the student or 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.

I. Reasonable Force Reports

- 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the

definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. 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.

VIII. 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. ~~Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; 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's 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 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.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The

school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. 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 code of conduct, 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.

XI. 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.

- 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.

[Note: The following Sections C. - J. must be developed and inserted by each school

district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

C. Procedures for Removal of a Student From a Class.

1. Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee ~~to remove a student from a class~~;
2. Specify required approvals necessary;
3. Specify paperwork and reporting procedures.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed;
2. Designation of how student is to get to designated destination;
3. Whether student must be accompanied;
4. Statement of what student is to do when and while removed;
5. Designation of who has control over and responsibility for student after removal from class.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Specification of procedures;
2. Actions or approvals required such as notes, conferences, readmission plans.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. ~~Specification of Procedures; Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~
2. Actions or approvals required, such as notes, conferences, readmission plans.

H. Disabled Students; Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled

student who is removed from class or disciplined; and

3. Any procedures determined appropriate for referring students in need of special education services to those services.

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

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.29.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and

N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.

XII. 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~~ use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, 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. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent 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. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine

whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. 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.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. 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 Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. 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.

8. 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 Minnesota Statutes chapter 260C.
9. 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, 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.)
10. 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.
11. 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.
12. 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) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, 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, Minnesota Statutes, sections 121A.40-121A.56; describe ~~alternative educational services~~ the nonexclusionary disciplinary practices 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~~ must 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) and is posted on its website.
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 the Minnesota Department 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 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.

XIII. ADMISSION OR READMISSION PLAN

A school administrator ~~shall~~must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~must include measures to improve the student's behavior, ~~including which may include~~ completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and

emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain -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.

XIV. 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 exclusion or expulsion, each physical assault of a school district employee by a student-pupil, and each pupil withdrawal agreement within thirty (30) days of the assault effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the alternative educational services nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the student-pupil 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-pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

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

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

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (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 (Minnesota Statutes chapter 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.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. 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.

XX. 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)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
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: _____

MSBA/MASA Model Independent School District #118 - Policy 507

Orig. 1995

Revised: _____

Rev. 2023

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct.~~ As used in this policy, the term "corporal punishment" means ~~conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.~~

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.
3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under thei statute. Nothing in this Minnesota Statutes, section 121A.58 –or 125A.0941 precludes the use of reasonable

force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this 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 and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: 2/19/08

Revised 10/08, 12/10, 7/14, 10/17, 8/18, 1/22, 7/23

524.1 STUDENT CELL PHONES

I. PURPOSE

Northland Community Schools uses instructional technology as one way of supporting our vision to ensure that each student acquires 21st century skills to achieve his or her potential, become a productive community member and value lifelong learning. In an effort to be proactive with today's growing social and interactive technology trends, it is our hope that this new policy will increase awareness and training while putting into practice social and professional etiquette relating to electronic devices. Northland Community Schools will allow cell phones to be used for instructional purposes, in between classes and during lunch periods. Students in possession of a cell phone must comply with the Cell Phone Policy and the Internet Acceptable Use and Safety Policy.

II. GENERAL STATEMENT OF POLICY

- A. All students, grades PreK-~~126~~, will place all electronic devices in their school lockers each day prior to the start of the day (8:~~2530~~AM). Devices must be turned off when stored in school lockers.
- B. All students in grades 7-12 may use cell phones between class periods and during lunch.
- C. Students may not have their their cell phones, headphones or earbuds ~~out~~with them during instructional time This includes students in the office, hallways, and restrooms during instructional time. Instructional time is defined as the time from the last tone of one tardy bell to the first tone of the dismissal bell
- D. ~~Cell phones must ALWAYS be in silent mode while on school campus, unless otherwise allowed by a teacher. Headphones may be used with teacher permission. Devices must be in "vibrate" or "silent" mode when being stored in school lockers~~
- E. Cell phone use will not be permitted in locker rooms or restrooms. The use of cell phones in a bathroom or locker room may result in law enforcement being called.
- F. Students may not use cell phones to "bully" or to post derogatory statements about students, staff or the district via text message or social media.
- G. A student who has a phone confiscated may not use another student's cell phone.
- H. ~~Cell phones may not be used to assist any student on assignments, quizzes or tests without teacher approval.~~
- I. ~~Students are prohibited from:~~

- ~~a. Bringing a cell phone on premises that infects the network with anything designed to damage, alter, destroy or provide access to unauthorized data or information.~~
- ~~b. Processing or accessing information on school property related to “Hacking”, altering or bypassing network security policies.~~
- ~~c. Printing from cell phones at school.~~
- ~~d. Having their phone out while in elementary school spaces. The privilege of using a cell phone at school is for high school students only.~~

III CELL PHONE USE

1. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.

2. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

3. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district’s discipline policy. In addition, a student’s cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

[Note: This language aligns with the provisions found in the MSBA Model Student Handbook. As an alternative to stating specific cell phone rules in a school district policy, a school board could choose to direct school administration to establish cell phone rules. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings.]

III. CONSEQUENCES OF VIOLATING THE CELL PHONE POLICY

- First offense – (a minor) the phone is taken away until the end of the day
- Second offense – (~~minor~~ a major) the phone must be picked up by a parent or guardian
- ~~Third offense – (major) either the student is suspended for 1 (one) day or the phone is taken away for 5 (five) days... parent’s choice.~~
- ~~Third offense and further infractions may result in other disciplinary action Any further infractions will result in the student not having a cell phone on school grounds during the school day. Furthermore, students who do not adhere to these guidelines will be subjected to other disciplinary actions.~~

IV. LOST, STOLEN OR DAMAGED DEVICES

Each user is responsible for his/her own cell phone and should use it responsibly and appropriately. Northland Community Schools take no responsibility for stolen, lost or damaged cell phones.

V. SEARCH OF CELL PHONE CONTENTS

- A student's cell phone contents may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules and/or policy. Any searching of a device will be reasonable both in its scope and intrusiveness.
- Parents/guardians of the student will be notified of the search ~~and be encouraged to be present at the time of the search. Searches will be delayed up to 24 hours to await a parent.~~

Adopted: _____

MSBA/MASA Model Independent School District #118 - Policy 532

Orig. 2003

Revised: _____

Rev. 2023

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

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

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

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

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

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

B. Removal By Police Liaison Officer or Peace Officer

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

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

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

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

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

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

C. Reasonable Force Permitted

1. 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
2. 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:
 - a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;
 - b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
 - c. Totally or partially restricting a child's senses as punishment;
 - d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
 - e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, Chapter 260E;
 - f. 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;
 - g. Withholding regularly scheduled meals or water; and/or
 - h. Denying a child access to toilet facilities.
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

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, [subdivision Subd. 5](#), and otherwise comply with the requirements of [section § 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 (Removal by Police Officer)
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 Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

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: 6/18/98
Rescinds:
Issued:
Revised: 7/20/00
Reviewed: 06/12/2018

539 DANCE RULES

I. PURPOSE

The purpose of this policy is to assure a safe Northland High School Dance.

II. GUIDELINES

- A. Dances are open only to currently enrolled NHS students. Other students will not be allowed to enter. Guests who do not attend NHS may be allowed at the homecoming dance snow daze dance, prom and designated "special" invitation dances. Guests or dates over the age of 20 will not be allowed at dances without prior approval of the High School Principal. All students must present a valid school picture ID in order to attend a dance.
- B. Doors will be locked 30 minutes after the dance has begun. Students will not be allowed to enter the dance after the door has been locked unless permission is granted by dance supervisor.
- C. Students will not be allowed to leave the dance until 15 minutes before the end of the dance. Exceptions to this will be by parent permission only and will require a phone call by the parent to the dance supervisor.
- D. Once a student leaves the dance, they will not be allowed to re-enter.
- E. A register will be kept of all students in attendance.
- F. The following procedure will be used when a student is suspected to be under the influence of alcohol or drugs at a school dance:
 1. Student will be asked to sit in office until parents are contacted.
 2. Law enforcement will be contacted.
 3. Student will be released to parents only.
 4. Students found to be under the influence of alcohol or drugs will be suspended from attending dances for the next 3 dances including next year. Suspensions carry over to the following school year
- G. Students that are insubordinate to the dance supervisor will not be allowed to attend dances for the next 3 dances. The penalty carries over to the following school year or the remainder of the year -- whichever is longer.
- H. Any student exhibiting inappropriate behavior or violating dance or school rules will be asked to leave the dance and parents will be called.
- I. A written report to the Principal detailing the infraction must be submitted by the advisor the next school day.
- J. 7th and 8th grade students will be allowed to attend homecoming as well as snow day's dances.

Dance Advisor Signature _____ Date _____

Chaperone Signature _____ Date _____

Adopted: _____

~~MSBA/MASA Model~~ Independent School District # 118 - Policy 601
Orig. 1995

Revised: _____

Rev. 20232

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. ["Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.](#)
- C. ["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.](#)
- D. ["Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.](#)
- E. "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.
- F. ["Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.](#)
- 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.](#)
- H. ["Institutional racism" means structures, policies, and practices within and across](#)

[institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.](#)

- I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements [including applied and experiential learning](#).
- J. “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 120B.30, subdivision 1.
- K. “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.

[\[Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11—the World’s Best Workforce law—effective August 1, 2023. The definitions apply to revisions to the World’s Best Workforce law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024.](#)

[Because school districts may choose to implement the new definitions and the strategic plan revisions before June 30, 2024, MSBA includes the new definitions and revisions in Articles III and IV. A school district could choose to wait to adopt the new definitions and revisions with the understanding that they will be effective for all strategic plans reviewed and updated after June 30, 2024.\]](#)

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, ~~shall~~**must** adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
 - 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in [Minnesota Statutes, section 120B.345, subdivision 3, paragraph \(b\)\(2\), state and federal law](#);

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

2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;

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

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 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 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision Subd. 8, or 122A.41, subdivision 5;

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

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

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

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

6. education effectiveness practices that

- a. integrate high-quality instruction, rigorous curriculum, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;

- b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;

- c. provide a collaborative professional culture that develops and supports seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and

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

~~8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.~~

~~B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.~~

~~. 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 every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)

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

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

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

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

3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.
4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:
 - a. a summary of the district's efforts to screen for dyslexia;
 - b. the number of students screened for that reporting year; and
 - c. the number of students demonstrating characteristics of dyslexia for that year.
5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.
6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
 - a. the student's reading proficiency as measured by a locally adopted assessment;
 - b. reading-related services currently being provided to the student and the student's progress; and
 - c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

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

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

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

8. ~~The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.~~

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (~~Reading Proficiently no Later than the End of Grade 3~~ [Read Act Goal and Interventions](#))
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)
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)



REMER AREA CHAMBER OF COMMERCE



Dear Sir or Ma'am,

Thank you for entering a float in our 75th Annual Harvest Festival Parade. Although the crowds were not as large as in years' past I believe we had a successful event. Your participation was greatly appreciated in making the day special.

I am sending this letter to you specifically to let you know that your float was chosen as the "Most Themed" in the parade. Your "Back to the 70's" School bus was fantastic.

Congratulations,

A handwritten signature in black ink, appearing to read "Jon Karner".

Jon Karner
President
Remer Area Chamber of Commerce



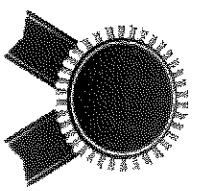
CERTIFICATE

MOST THEMED FLOAT

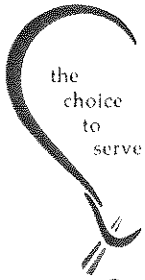
Northland School ISD 118

2023 Remer Harvest Festival Parade

August 12, 2023



Remer Area Chamber of Commerce



Peter R. Marsh Foundation

prmfoundation.org

September 8, 2023
Northland Community Schools
Tristen Heller

Dear Grantee,

Congratulations! You have been selected to receive a Music Grant from the Peter R. Marsh Foundation. The Grant payment in the amount of \$1,000.00 is enclosed.

The Music Grant Guidelines and Conditions, found at <https://www.prmfoundation.org/music-grant/>, are summarized below to ensure your familiarity with all the governing conditions:

- Grant funds must be used for the musical education expenses as you specified in your Grant Request Form.
- During the current school year, your music students are to provide a minimum of three musical performances at local senior facilities (retirement communities, senior centers, care facilities). You must also create the opportunity for the students to have personal verbal interaction with the audience members directly after each performance.
- The types of performances (vocals, instrumental) and the number of students (preferably all) who participate in each performance are determined by you.
- We recommend that you share the empathy/compassion objective of the Grant performance with the Activities Director of each senior venue and encourage them to prepare their audience to fulfill this goal during the post-performance student/senior visitations.
- Near the completion of the school year, the Foundation will provide a compulsory Grant Performance Report for you to complete and return by the stated deadline. You are encouraged to include photos and/or links to video clips of each performance and the interaction between seniors and students in the Report.

We look forward to learning of the successes that you, your students, your school and the senior citizens of your community have experienced through your efforts and this Grant program.

Best wishes to you for a most successful school year!

Matt Wetzel – Board Director
Peter R. Marsh Foundation

Northland Community Schools ISD# 118
FY 2023 Through August 2023

2021 - 2022
 EXP/REV Report
 June23 (2)

EXPENDITURES	Actual 2021-22 Expenses	Revised* Budgeted 2022-23 Expenses	YTD Yr End 2021-22 Expenses	YTD Yr End 2022-23 Expenses	% of 2021-22 Budget	Yr End FY '22 vs Yr End FY '23 Difference	% of 2022-23 Budget
Fund							
General Fund (01)	6,914,246	8,377,705	6,914,246	8,337,509	100.0%	1,423,263	99.5%
Administrative & Support Svc	672,003	998,543	672,003	760,264	100.0%	88,261	76.1%
Regular Instruction	3,207,021	3,170,345	3,207,021	3,264,800	100.0%	57,779	103.0%
Vocational Instruction	45,225	30,554	45,225	65,300	100.0%	20,075	213.7%
Special Education Inst	1,178,912	1,037,670	1,178,912	1,188,608	100.0%	9,696	114.5%
Instructional Support	486,741	322,898	486,741	563,453	100.0%	76,712	174.5%
Pupil Support	222,308	1,978,522	222,308	1,615,159	100.0%	1,392,851	81.6%
Sites & Buildings	1,046,511	788,173	1,046,511	807,601	100.0%	(238,909)	102.5%
Fiscal & Other Fixed Costs	55,525	51,000	55,525	72,324	100.0%	16,799	141.8%
Food Service (02)	275,220	269,013	275,220	294,205	100.0%	18,985	109.4%
Transportation (03)	481,320	485,034	481,320	551,332	100.0%	70,012	113.7%
Community Service (04)	262,161	327,554	262,161	340,693	100.0%	78,532	104.0%
Capital Outlay (05)	157,832	233,412	157,832	255,129	100.0%	97,297	109.3%
Construction (06)	44,145	440,753	44,145	471,182	100.0%	427,037	106.9%
Debt Service (07)	1,639,721	1,688,013	1,639,721	1,685,771	100.0%	46,050	99.9%
Total	9,774,644	11,821,484	9,774,644	11,935,821	100.0%	2,161,177	101.0%
Total Funds 01, 03 & 05	7,553,398	9,096,151	7,553,398	9,143,970	100.0%	1,590,572	100.5%
REVENUE	Actual * 2021-22 Revenue	Budgeted 2022-23 Revenue	YTD Yr End 2021-22 Revenue	YTD Yr End 2022-23 Revenue	% of 2021-22 Budget	Yr End FY '22 vs Yr End FY '23 Difference	% of 2022-23 Budget
Fund							
General Fund (01)	6,875,074	8,491,346	6,875,074	7,875,858	100.0%	1,000,784	92.8%
Food Service (02)	391,501	258,299	391,501	290,371	100.0%	(101,131)	112.4%
Transportation (03)	419,430	394,130	419,430	405,293	100.0%	(14,137)	102.8%
Community Service (04)	213,907	234,142	213,907	271,874	100.0%	57,967	116.1%
Capital Outlay (05)	173,402	270,836	173,402	270,835	100.0%	97,433	100.0%
Construction (06)	1,150,000		1,150,000		100.0%	(1,150,000)	#DIV/0!
Debt Service (07) & (47)	1,647,109	1,639,120	1,647,109	1,639,577	100.0%	(7,531)	100.0%
Trust (08) & (25) & (10) & (18)	99	100	99	54	100.0%	(45)	54.0%
Total	10,870,522	11,287,973	10,870,522	10,753,862	100.0%	(116,659)	95.3%
Total Funds 01, 03 & 05	7,467,907	9,156,312	7,467,907	8,551,986	100.0%	1,084,080	93.4%

* 2022-2023 Revised Budget Approved in February Board Meeting

Northland Community Schools ISD# 118
FY 2024 Through August 2023

2023-2024
 EXP/REV Report
 August 23

EXPENDITURES	Actual 2022-23 Expenses	Adopted Budgeted 2023-24 Expenses	YTD August 2022-23 Expenses	YTD August 2023-2024 Expenses	% of 2022-23 Budget	Aug FY '23 vs August FY '24 Difference	% of 2023-24 Budget
Fund							
General Fund (01)	8,337,509	7,696,063	450,654	728,873	5.4%	278,219	9.5%
Administrative & Support Svc	760,264	998,543	108,492	138,751	14.3%	30,259	13.9%
Regular Instruction	3,264,800	3,170,345	113,612	83,123	3.5%	(30,489)	2.6%
Vocational Instruction	65,300	30,554	366	28,115	0.6%	27,749	92.0%
Special Education Inst	1,188,608	1,037,670	(22,822)	-	-1.9%	22,822	0.0%
Instructional Support	563,453	322,898	57,742	29,662	10.2%	(28,081)	9.2%
Pupil Support	1,615,159	1,978,522	49,938	78,790	3.1%	28,852	4.0%
Sites & Buildings	807,601	788,173	92,494	315,080	11.5%	222,586	40.0%
Fiscal & Other Fixed Costs	72,324	51,000	50,831	55,352	70.3%	4,521	108.5%
Food Service (02)	294,205	302,244	4,248	5,240	1.4%	993	1.7%
Transportation (03)	551,332	587,111	29,798	49,306	5.4%	19,508	8.4%
Community Service (04)	340,693	367,638	13,262	10,678	3.9%	(2,584)	2.9%
Capital Outlay (05)	255,129	140,750	2,389	16,327	0.9%	13,938	11.6%
Construction (06)	471,182	529,295		35,766	0.0%	35,766	6.8%
Debt Service (07)	1,685,771	1,761,075	349,186	340,592	20.7%	(8,594)	19.3%
Total	11,935,821	11,384,176	849,537	1,186,783	7.1%	337,246	10.4%
Total Funds 01, 03 & 05	9,143,970	8,423,924	482,841	794,506	5.3%	311,665	9.4%
REVENUE	Actual * 2022-23 Revenue	Budgeted 2023-24 Revenue	YTD August 2022-23 Revenue	YTD August 2023-2024 Revenue	% of 2022-23 Budget	Aug FY '23 vs August FY '24 Difference	% of 2023-24 Budget
Fund							
General Fund (01)	7,875,858	7,688,097	639,714	1,104,608	8.1%	464,894	14.4%
Food Service (02)	290,371	249,549	2,642	7	0.9%	(2,635)	0.0%
Transportation (03)	405,293	375,081	(111)	(268)	0.0%	(157)	-0.1%
Community Service (04)	271,874	213,415	(1,789)	19,214	-0.7%	21,002	9.0%
Capital Outlay (05)	270,835	307,730	-	-	0.0%	-	0.0%
Construction (06)			-	-	#DIV/0!	-	#DIV/0!
Debt Service (07) & (47)	1,639,577	1,778,746	21,603	23,814	1.3%	2,211	1.3%
Trust (08) & (25) & (10) & (18)	54	100		13	0.0%	13	13.4%
Total	10,753,862	10,612,718	662,059	1,147,388	6.2%	485,329	10.8%
Total Funds 01, 03 & 05	8,551,986	8,370,908	639,603	1,104,340	7.5%	464,737	13.2%

* FY 23 Actual will change yet with audit entries

Northland Community Schools

Independent School District #118

School Board Report

Date: 9/20/23



Report Submitted by: Janessa Green (Elementary Principal)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- The two and half weeks of school has been a whirlwind, and it's great to have students back in the building. Teachers are embracing their new assignments and students and building those routines and procedures in their new classrooms.
- Workshop Week was August 29-31, it went really well.

Updates:

- 6th Grade overnight field trip to Deep Portage - The focus of the trip will be team building/community/relationships/EAGLE PRIDE!

PBIS:

- Teachers are working diligently to teach the routines and procedures around our School Wide Eagle Pride Matrix.

DATA from 9/6/23 - 9/18/23

Total Number of Students: 173

Total Number of Referrals: 8

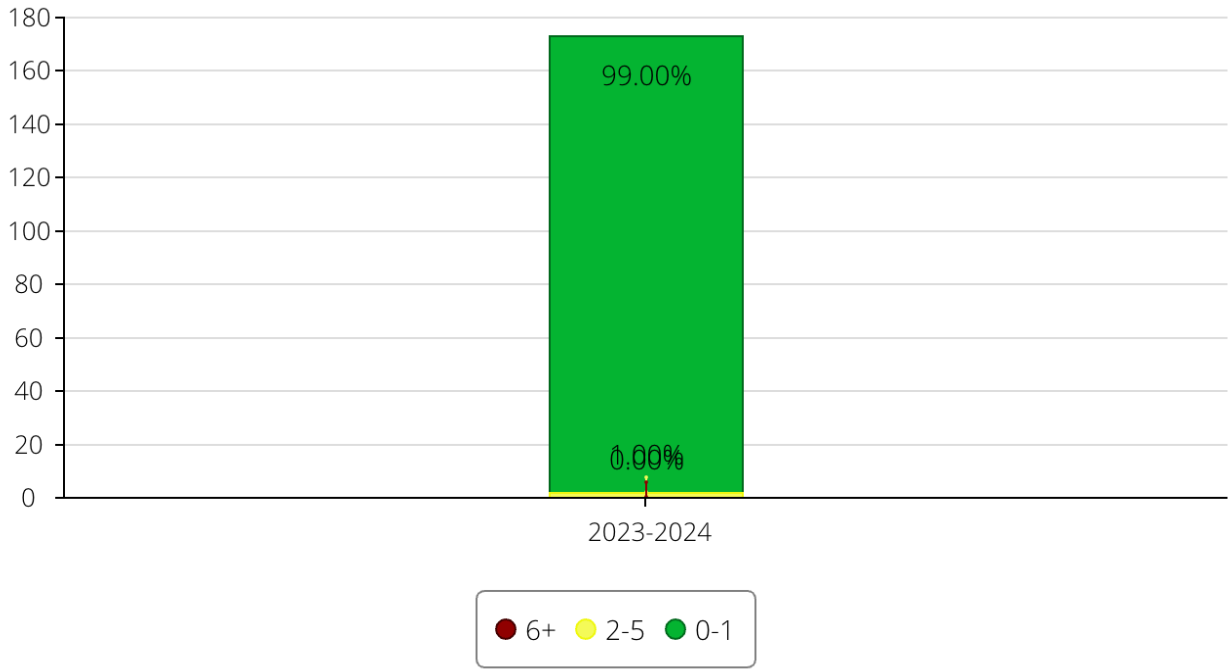
Tier 1: Students with 0 or 1 referral: 99%

Tier 2: Students with 2 to 5 referrals: 1%

Tier 3: Students with 6+ referrals: 0%

Top 5 Behaviors

- Defiance/Disrespect/Non-compliance - 5
- Skipping Class - 2
- Minor Aggressive Act - 1



Proposals:

Northland Community Schools

Independent School District #118



School Board Report

Date: 9/20/23

Report Submitted by: Janessa Green (Activities Director)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- Football is 0-3 and plays at Verndale on Friday, 9/22.
- Volleyball is 1-6 (as of 9/18) and plays at Wrenshall on Thursday, 9/21 and hosts a volleyball tournament on Saturday, 9/23
- Cross Country is working hard with 3 participants and has their next meet in Deer River on 9/26
- Next week is Homecoming, 9/25-9/29
 - **Theme:** Homecoming 2023
 - Monday: Eagle Spirit Day
 - Tuesday: Twin
 - Wednesday: Class Color Day
 - Thursday: PJ day
 - Friday: White Out
- HS Student Leadership Task Force was created
 - **Staff Members:** Terri Shepard, Janessa Green, Lori Sizenbach, Denise Stefan, Katelyn Edstrom, Stacey McKinney, Sarah Valtinson, Mandy Jones
 - Grandfathering of the students from spring last year and new applicants will apply after homecoming.
 - Students were organized into a committee overseen by a staff member on the task force.
 - Decorating/Ordering: (Edstrom)
 - Student Activities Committee: (Shepard, Green)
 - Flyers/T-Shirts/Posters: (Valtinson, Denise)
 - MC and Program Committee: (Shepard)

Updates:

- Fitness Center Keys were reset on Sept. 11 for all students. Students will need to pay their annual membership to be reactivated.

- Conference Update
 - The No. Lakes Conference will continue for the 23-24 school year in the sports of VB, GBB, and BBB only
 - NO DUES will be collected for the 23-24 school year to lower the balance.
 - All Schools have applied and been accepted to the Arrowhead Conference (except for Greenway) Luke Winas at MIB is the contact
 - The balance in the acct at the end of the 23-24 school year will be divided among member schools by dividing the balance by the number of total teams in combined sports. (Presently that number is 30). Each school will get an amount according to how many teams they had in conference play. (ie. Deer River 5 teams)
- Open Positions
 - JH Football
 - Head Basketball
 - JV Basketball
 - Head Track and Field
- Banners have arrived!

Proposals:

**School Board Meeting
Dean of Students Report
September 2023**

- * It's been a great start to the school year!
- * Teachers have called on me to sit in on their class if there have been behavior issues or if they need to handle a problem with a student.
- * The support room is not open for teachers to send kids to until the first week of October. At that time, students can be sent to the support room for further assistance and to discuss any issue that may be occurring in class.
- * Students have been called down by me for conversations around school policies the first few weeks. Many students stop in between classes. This has been a great way to build relationships – relationships are key when it comes to discipline and finding solutions with students.
- * Drug Dog Visit on Thursday, September 14th. No discoveries from the dog.
- * The new cell phone policy has proven to be a challenge for some students. Most of our write ups have been around violating the phone policy.
- * Vast majority of students have been cooperative when approached about dress code violations.
- * I have participated in a few STAT meetings. Win from that so far – putting a fifth year senior on a path to earn his GED.
- * Tardies and skipping class stand out as big issues at this point. We are implementing a new policy for repeat offenders put on a “no pass” list to keep them in class. This will last for a week at a time. Students will be able to use the bathroom in the school office if they need to leave the room.

Northland Community Schools

Independent School District #118

School Board Report

Date: Sept23



- New Bus garage – Light poles are still an open item, poles are up waiting on parts to complete. Request to Holden to tie in the combustion air intake dampener to the Hotsy pressure washer controls as bus mechanic prefers to work with Thelen
- HS and Elem gym inspections with repair of VB net t
- Maint Staff are currently in ECFE working floors and will be doing the main ELEM halls in the next 2 weeks.
- Elem gym AHU project – Programming is an open item, AHU is running and given ok to occupy per state
- Turf root structure with poor sandy topsoil in the softball, football, and football practice fields sustained damage from ants, it has been sprayed, quotes for repairs to follow
- Field project – Peterson CO active on site, Seed coming in with irrigation
- Paving islands out front complete
- Sealcoating complete

Northland Community Schools

Independent School District #118

School Board Report

Date: September 19,2023



Community Education

Report Submitted by: Jennifer Welk

MISSION: Northland Community Education ties local strengths, culture and resources Together to promote and provide life-long learning for all members of our community.

Celebrations:

- Pony League started last week. First practice went well. We have 25 players signed up.
- Working on fall registration for classes!!
- Planning our 11th annual Trunk or Treat Tuesday, Oct. 31st 5:00pm-6:00 pm
- After School Enrichment tutoring program has started and is going well.
- Planning the annual pumpkin carving for K-6th grades.
- Barn Quilt Painting Class registrations are coming in. Class is set for Oct.16th.
- Wrestling sign up is Oct.2nd along with Basketball sign ups.

Concerns:

None at this time

Reviewed: 1/2018

512 SCHOOL SPONSORED STUDENT PUBLICATIONS

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of official school publications while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expression and representations made by students in school publications is not an expression of official school district policy. Official school publications are free from prior restraint by officials except as provided by law. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in an official student publication may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications shall be under the supervision of a faculty advisor and the school principal. Official publications shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.
- B. "Official school publications" means school newspapers, yearbooks, material produced in communication, journalism or other writing classes as a part of the curriculum.
- C. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

- A. Expression in an official school publication is prohibited when the material is:
- (1) obscene to minors
 - (2) libelous or slanderous
 - (3) advertises or promotes any product or service not permitted for minors by law
 - (4) encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities.

- (5) expresses or advocates sexual, racial or religious harassment or violence or prejudice
- (6) distributed or displayed in violation of time, place and manner regulations

B. Time, Place and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

(1) Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

(2) Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

(3) Manner

No one shall induce or coerce a student or staff member to accept a student publication.

Legal References: U.S. Constitution, First Amendment
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.D.S. No. 14, 822 F.2d 747 (8th Cir. 1987)

Cross References:MSBA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)
MSBA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premise by Students and Employees)

Adopted: _____

MSBA/MASA Model Policy 517

Orig. 1995

Revised: _____

Rev. 202200

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)~~

517 STUDENT RECRUITING

I. PURPOSE

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II. GENERAL STATEMENT OF POLICY

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accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

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

Cross References: MSBA Model Policy 509 (Enrollment of Nonresident Students)
MSBA Service Manual Chapter 6, District Education Program (A-6: Enrollment Options Program)

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 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, F.R. 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 section C.F.R. 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:

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

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 U.S.C. 1092\(f\)\(6\)A\(v\)](#)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 [United States Code section U.S.C. 12291](#)).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under [Minnesota Statutes section Minn. Stat. 121A.41](#), as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under

this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when 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 U.S.C. 1232g, ~~or FERPA's regulations, 34 Code of Federal Regulations part 99, and State Minnesota law under Minnesota Statutes section Minn. Stat. 13.32, 34 C.F.R. Part 99,~~ or as required by law, or to carry out the purposes of 34 Code of Federal Regulations C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

[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 filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 - 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[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 Minn.-Stat. 122A.20, subdivisions subd. 2, to make a mandatory report to the Minnesota Professional Educator Licensing 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 ~~of 1972~~)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act ~~of 1973~~)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act ~~of 1990, as amended~~)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References:

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

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 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 section 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:

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

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.
3. "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.
4. 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 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 Licensing 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)

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:

Assistant Principal, (218) 566-2351

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.
- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school

district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the

conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
 - 1. Quid pro quo harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices,

evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

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.

IV.

- V.** 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.

VI.

- VII.** 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.

VIII.

- A.
- B.

IX.

Adopted: _____

MSBA/MASA Model Policy 607

Orig. 1995

Revised: _____

Rev. 2022~~0~~

607 ORGANIZATION OF GRADE LEVELS

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to address the groupings of grade levels as recognized in ~~Minn. Stat. § Minnesota Statutes section~~ 120A.05, as follows:

[Note: Each school district should identify within the groupings as defined in ~~Minn. Stat. § Minnesota Statutes section~~ 120A.05, how grade levels shall be organized within the school district -from the options listed below:

<i>Elementary:</i>	<i>Grades prekindergarten through 6</i>
<i>Middle:</i>	<i>Minimum of two consecutive grades above 4th but below 10th</i>
<i>Secondary:</i>	<i>(Grades 7 through 12)</i>
<i>Junior High</i>	<i>Grades ___ through ___</i>
<i>Senior High</i>	<i>Grades ___ through ___</i>
<i>Vocational</i>	<i>Grades 7 through 12]</i>

B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

C. The school district may request documentation that verifies a student falls within the school’s minimum and maximum age requirements for admission to publicly funded prekindergarten, preschool, kindergarten, or grades 1 through 12. Documentation may include a passport, a hospital birth record or physician’s certificate, a baptismal or religious certificate, an adoption record, health records, immunization records, immigration records, previously verified school records, early childhood screening records, Minnesota Immunization Information Connection records, or an affidavit from a parent.

III. DEFINITIONS

A. “Kindergarten” means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.

B. “Prekindergarten” means a program designed for students younger than five years of

age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

Legal References: Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (~~Definitions~~Public Schools)
Minn. Stat. § 120A.20, Subd. 4 (~~Verification of Age for~~ Admission to Public School)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Cross References: None

Adopted: 12/3/97
Revised: 7/20/00, 5/20/04, 04/20/06
Reviewed: 10/09/19

607 ORGANIZATION OF GRADE LEVELS

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to address the groupings of grade levels as recognized in Minn. Stat. § 120A.05 (public schools), as follows:

Elementary: Grades prekindergarten through 6

Secondary: Grades 7 through 12

- B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

III. DEFINITIONS

- A. “Kindergarten” means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.
- B. “Prekindergarten” means a program designed for students younger than five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

Legal References: Minn. Stat. § 120A.05, Subd. 9, 11, 13, 17 (Public Schools)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Cross References:

Adopted: _____

MSBA/MASA Model Policy 605

Orig. 1999

Revised: _____

Rev. ~~2022~~1999

605 ALTERNATIVE ~~PROGRAMS~~ EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational ~~programs~~ services for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative ~~program options~~ educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school ~~board~~ district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.

B. It shall be the responsibility of the superintendent to identify alternative ~~program~~ educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative ~~programs~~ educational services. The superintendent shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational ~~programs~~ services to the school board.

B.C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References:

Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41, Subd. 11 (Definitions – ~~Alternative Educational Services~~)
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References:

MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

605 ALTERNATIVE PROGRAMS

I. PURPOSE

The purpose of this policy is to recognize the need for alternative education programs for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative program options for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school board that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

- A. It shall be the responsibility of the superintendent to identify alternative program opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative programs. The superintendent shall, through cooperative efforts with other schools, agencies and organizations, periodically recommend additional or modified alternative educational programs to the school board.
- B. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22 Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41 (Definitions)
Minn. Stat. § 121A.45, subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (Center Programs and Services)
Minn. Stat. § 124D.32 (Learn and Earn Graduation Achievement Program)
Minn. Stat. § 124D.331 (Educational Program for Pregnant Minors and Minor Parents)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)

Cross References: MSBA Model Policy 603 (Curriculum Development)
MSBA Model Policy 604 (Instructional Curriculum)

PROFESSIONAL SERVICES AGREEMENT

Early Childhood Coordinator

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 2, HILL CITY**, hereinafter referred to as "Hill City", and **INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND COMMUNITY SCHOOLS, REMER**, hereinafter referred to as "Northland".

RECITALS

The parties hereto recite and declare as follows:

- A. Both **Hill City** and **Northland** are public school districts created by, and operating under, the laws of the state of Minnesota.
- B. **Northland** desires to purchase and obtain from **Hill City** part-time Early Childhood Coordinator services.
- C. **Hill City** desires and agrees to provide the needed Early Childhood Coordinator services to **Northland**, as set forth herein. This agreement does not include Early Childhood Special Ed Services.

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

I. DURATION OF AGREEMENT:

Hill City shall provide to **Northland** the following professional services:

- A. .5 FTE Early Childhood Coordinator

II. DURATION:

- A. This Agreement shall commence on July 1, 2020, for an initial term of one year and shall then automatically renew for additional one year terms (July 1 to June 30) at the beginning of each

new fiscal year (July 1) thereafter, unless either party gives written notice to the other party to terminate this Agreement in accordance with the following paragraph.

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

III. PAYMENT:

Northland shall pay to **Hill City** for the aforementioned services, as follows:

Hill City shall calculate its total costs for its Early Childhood Coordinator for this agreement and **Northland** shall pay to **Hill City** fifty percent (50%) of total cost approximately plus fifty percent (50%) necessary trainings, meetings and mileage as approved by the Superintendent.

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

IV. PERSONNEL PERFORMING SERVICES:

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

Hill City agrees and represents that is shall have subjected any personal assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has a record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

B. **Hill City** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including

deductions for TRA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

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

V. RELATIONSHIP TO THE PARTIES:

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

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

VI. COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES:

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

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

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

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

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

VII. LIABILITIES AND INDEMNIFICATION:

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

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

VIII. DISPUTE RESOLUTION:

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

XI. TERMS TO BE EXCLUSIVE:

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

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity. This agreement may be terminated by either party by providing 90 days written notice to the other party during the term of the agreement.

X. WAIVER OF MODIFICATION OF TERMS

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

“Northland”:

**INDEPENDENT SCHOOL DISTRICT NO. 118,
Northland Community Schools, Remer**

By  _____
Chair

By  _____
Clerk

“Hill City”:

**INDEPENDENT SCHOOL DISTRICT NO. 2,
Hill City**

By  _____
Chair

By  _____
Clerk

PROFESSIONAL SERVICES AGREEMENT

Early Childhood Coordinator

THIS AGREEMENT entered into between INDEPENDENT SCHOOL DISTRICT NO. 2, HILL CITY, hereinafter referred to as "Hill City", and INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND COMMUNITY SCHOOLS, REMER, hereinafter referred to as "Northland".

RECITALS

The parties hereto recite and declare as follows:

- A. Both Hill City and Northland are public school districts created by, and operating under, the laws of the state of Minnesota.
- B. Northland desires to purchase and obtain from Hill City part-time Early Childhood Coordinator services.
- C. Hill City desires and agrees to provide the needed Early Childhood Coordinator services to Northland, as set forth herein. This agreement does not include Early Childhood Special Ed Services.

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

I. DURATION OF AGREEMENT:

Hill City shall provide to Northland the following professional services:

- A. .4 FTE Early Childhood Coordinator

II. DURATION:

- A. This Agreement shall commence on September 26, 2023, for an initial term of one (1) year and shall then automatically renew for additional one (1) year terms (July to June 30) at the beginning of each new fiscal year (July 1) thereafter, unless either party give written notice to the other party to terminate this agreement in accordance with the following paragraph.

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

III. PAYMENT:

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

Hill City shall calculate its total costs for its Early Childhood Coordinator for this agreement and Northland shall pay to Hill City forty percent (40%) of total cost approximately plus forty percent (40%) necessary trainings, meetings and mileage as approved by the Superintendent.

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

IV. PERSONNEL PERFORMING SERVICES:

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

B. Hill City agrees and represents that is shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has a record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk to co-employees or students with whom he/she may come into contact.

C. Hill City assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, social security and withholding taxes, and contributions for

unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

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

V. RELATIONSHIP TO THE PARTIES:

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

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

VI. COMPLIANCE WITH LAWS POLICIES AND PROCEDURES:

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

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

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

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

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

VII. LIABILITIES AND INDEMNIFICATION:

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

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

VIII. DISPUTE RESOLUTION:

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

IX. TERMS TO BE EXCLUSIVE:

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

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

This agreement may be terminated by either party by providing 90 days written notice to the other party during the term of the agreement.

X. WAIVER OF MODIFICATION OF TERMS

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

"Northland":

INDEPENDENT SCHOOL DISTRICT NO. 118,
Northland Community Schools, Remer

By: _____
Chair

By: _____
Clerk

"Hill City":

INDEPENDENT SCHOOL DISTRICT NO. 2,
Hill City Schools, Hill City

By: _____
Chair

By: _____
Clerk