



**ROCK RIDGE PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA MN 55792**

Regular Meeting

Monday, November 14, 2022 at 6:00 PM

Rock Ridge Administration Building (formerly Spectrum Health Building), 1405 Progress Parkway, Virginia, MN 55792

AGENDA

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
 1. Approval of October 24, 2022 regular meeting minutes. 6
 2. Payment of the bills. 9
 3. Approval of hire of returning winter coaches for the 2022-2023 school year:
 - RR Boys Hockey**
 - Ben Johnson, Head Coach \$7,403
 - Ryan Cobby, Asst Coach \$5,015
 - Evan Friedlieb, Asst/JV Coach \$5,015

 - RR Wrestling**
 - Dennis Benz, Head Coach \$6,209
 - Garret Benz, Asst Coach \$4,538
 - Tyler Walner, JV Coach \$3,105

 - RR Dance Team**
 - Emily Jankila, Head Coach \$5,732

 - RR Alpine** \$13,375 (three positions co-coaching)
 - Benji Neff, Co-Coach \$4,458

Lance Larsen, Co-Coach \$4,458
Eli Little, Co-Coach \$4,458

Speech

Jason Ness, Head Coach \$3,400

One Act Play \$3,200 (two positions co-coaching)

Jeremy Liimatta, Co-Coach \$1,600

Chris Chad, Co-Coach \$1,600

4. Approval of hire of Gary Kuopola for the Temporary Full-Time Custodial/General Maintenance/Grounds Driver position at a rate of \$24.25/hour effective October 24, 2022.

5. Approval of hire of Jamila Henderson for the Assistant Dance Coach position with a stipend of \$4,538 effective October 24, 2022.

6. Approval of hire of Ramona Dieryck for the Lunchroom/Playground Aide position at a rate of \$14.00/hour effective October 27, 2022.

7. Approval of hire of Alyssa Hicks for the Lunchroom/Playground Aide position at a rate of \$14.00/hour effective October 31, 2022.

8. Approval of hire of Elizabeth Dahlquist for the Lunchroom/Playground Aide position at a rate of \$14.00/hour effective October 31, 2022.

9. Approval of hire of Jamila Henderson for the Para Educator position at a rate of \$18.47/hour effective October 31, 2022.

10. Approval of hire of Jamila Henderson for Lunch/Playground Aide position at a rate of \$14.00/hour effective October 31, 2022.

11. Approval of hire of April Stupca for the Assistant After-School Child Care position at a rate of \$14.00/hour effective October 31, 2022.

12. Approval of transfer of Jamila Henderson, Lunch/Playground Aide and 12.75 hours/week Para Educator position to 29 hours/week Para Educator position at a rate of \$18.47/hour effective November 9, 2022.

13. Approval of hire of Gena Flank for the 8th Grade Girls' Basketball Coach position with a stipend of \$3,105 effective November 14, 2022.

14. Approval of hire of Kim Fultz for the Temporary Media Aide position (EGHS) at a rate of \$20.50/hour effective November 14, 2022.

15. Approval of hire of Julia Holien for the ECFE Parent Educator (Tuesdays @ LES) position at a rate of \$31.00/hour effective November 15, 2022. 27

16. Approval of hire of Amanda Elsner for the Para Educator position at a rate of \$18.47/hour effective November 21, 2022.

17. Approval of hire of Perry Brown for the Head Boys' Swim Coach position with a stipend of \$6,209 effective November 28, 2022.

18. Approval of hire of Gary Cornell for the Assistant Softball Coach position with a stipend of \$4,538 effective March 14, 2023.

19. Approval of hire of Darren Aho for the Junior Varsity Softball Coach position with a stipend of \$4,528 effective March 14, 2023.

20. Approval of hire of Jeff Teasck for the 8th Grade Softball Coach position with a stipend of \$3,105 effective March 14, 2023.

21. Approval of hire of Aimee Krebs for the 7th Grade Softball Coach position with a stipend of \$3,105 effective March 14, 2023.
 22. Approval of hire of Matt Sjoberg for the Head Boys' Golf Coach position with a stipend of \$5,732 effective March 20, 2023.
 23. Approval of transfer of Amanda Reed, current Para Educator (29 hours/week), to a Para Educator position (16.25 hours/week) at a rate of \$18.47/hour effective October 24, 2022.
 24. Approval of transfer of Mindy Stanaway, current Para Educator, to another Para Educator position at a rate of \$18.47/hour effective November 3, 2022.
 25. Acceptance of termination of Riley Schinderle from the Para Educator position effective October 28, 2022.
 26. Acceptance of resignation of Maria Krebsbach from the Junior High Girls' Basketball Coach position effective October 31, 2022.
 27. Acceptance of resignation of Debra Aas-Toivola from the Early Childhood Aide position effective October 31, 2022.
 28. Approval of overnight trip for VHS senior choir students April 22- April 23, 2023 to Minneapolis. 28
 29. Acceptance and appreciation of a donation from Eveleth Elks Lodge 11161 in the amount of \$2,300 to be given to Girls' C Team volleyball (\$400), Boys' C Team football (\$400), 6th Grade Laurentian Taste of MN (\$500), STEAM funding (\$500), and Metier Program (\$500).
 30. Acceptance and appreciation of a donation of school supplies from First National Bank of Gilbert to North Star Elementary.
 31. Approval of purchase of (12) Ricoh copy machines for Rock Ridge High School from Metro Sales Inc. for \$99,880.00. This is a state contract purchase, and is part of the technology soft cost construction budget.
5. Reports:
1. Fundraising update.
 2. VHS Principal's Report.
 3. 7th-9th grade courses for the 2023-2024 school year. 30
 4. Superintendent.
 1. Strategic planning update.
 2. High School courses update.
 3. VHS sign.
6. Policies:
1. Substantive Policy Changes - Final Reading:
 1. 208 Development, Adoption, and Implementation of Policies. 32
 2. 209 Code of Ethics. 35
 3. 210 Conflict of Interest - School Board Members. 39
 4. 410 Family and Medical Leave Policy. 43
 5. 415 Mandated Reporting of Maltreatment of Vulnerable Adults. 54
 6. 416 Drug and Alcohol Testing. 59
 7. 417 Chemical Use and Abuse. 90
 8. 418 Drug-Free Workplace/Drug-Free School. 100
 9. 524 Internet Acceptable Use and Safety Policy. 106
 10. 603 Curriculum Development. 118

11. 708 Transportation of Nonpublic School Students.	122
12. 709 Student Transportation Safety Policy.	126
13. 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources.	145
2. Non- Substantive Policy Changes:	
1. 204 School Board Meeting Minutes.	162
2. 205 Open Meetings and Closed Meetings.	166
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4. 422 Policies Incorporated by Reference.	177
5. 427 Workload Limits.	179
6. 504 Student Dress and Appearance.	181
7. 521 Student Disability Nondiscrimination.	184
8. 523 Policies Incorporated by Reference.	186
7. Administration Items:	
1. Consider approval of Naming Rights Agreement between the First National Bank of Gilbert and ISD 2909 in recognition and appreciation of the \$100,000 donation made by FNBG to the district.	188
2. Consider approval of Clinical Experience Teaching Affiliation Agreement between University of Minnesota Duluth campus College of Education and Human Service Professions and ISD 2909 effective 2022-2027.	194
3. Consider approval of the Resolution Canvassing Returns of Votes of School District General Election.	198
4. Consider approval of the Resolution Authorizing Issuance of Certificates of Election and Directing School Clerk to Perform Other Election Related Duties.	206
5. Consider approval of MOU between Bois Forte Health and Human Services and ISD 2909.	212
6. Consider submitting one Rock Ridge school board director's name as a nominee to be placed on the RAMS Board of Directors ballot.	215
7. Consider approval of allowing booster clubs to have the first opportunity at selling concessions for their team's games and if they opt out, the booster club can then offer the opportunity to the other booster clubs to sell concessions.	
8. Consider approval of bid from BSN for new track equipment in the amount of \$78,900, in which the district will get a 7% kickback to be used by the district to purchase additional equipment for all sports.	218
9. Consider approval of 2-year agreement with Marquette Catholic School for MCS middle school students to participate in pre-determined athletic programs at Rock Ridge.	220
10. Consider approval of 2022-2023 School Resource Officer Agreement with City of Virginia.	221
11. Consider approval of revised 2022-2023 school calendar.	229
8. Meeting Announcements:	
1. The Negotiations Committee will meet Wednesday, November 16, 2022 at 4:00 PM at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.	
2. The next regular meeting will be Monday, November 28, 2022 at 6:00 PM at the Rock	

Ridge Administration Building, 1405 Progress Pkwy, Virginia.
9. Adjournment.

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, OCTOBER 24, 2022, 6:00 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

Members Present:

Bill Addy
Nicole Culbert-Dahl
Tim Riordan
Stacey Scholz

Brandi Lautigar
Matt Sjoberg
Pollyann Sorcan
John Uhan

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Scott Manni, North Star Principal

Members Absent:

Tom Tammaro

- I. CHAIR RIORDAN called the regular meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **APPROVE AGENDA:**
- A. Chair RIORDAN updated the salary and end date in the hire recommendation of Long-Term Substitute Stephen VonWald.
 - B. Chair RIORDAN added the School Resource Officer Program Agreement between the City of Virginia and ISD 2909 for the 2022-2023 school year for board consideration to Administration Items (8.4).
 - C. Motion to **approve the agenda as amended** made by SJOBERG, seconded by LAUTIGAR. Motion passed unanimously.
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT: NONE.**
- IV. **CONSENT AGENDA:**
- A. Motion to **approve the Consent Agenda** made by SCHOLZ, seconded by ADDY. SORCAN pulled *4.2 Payment of the bills* for discussion. Motion to **approve the Consent Agenda as amended** passed unanimously.
 - 1. Approval of October 10, 2022 regular meeting minutes.
 - 2. Approval of transfer of Para Educator Jill Christianson to another Para Educator position made available due to a resignation. Transfer will take effect October 18, 2022.
 - 3. Approval of transfer of Amanda Reed from the Lunch/Playground Aide position to the Part-Time Bus Driver position at a rate of \$23.64/hour effective October 24, 2022.
 - 4. Approval of 0.2 FTE overload for Greg Foster for the 2022-2023 school year for student build projects with a salary of \$17,129.
 - 5. Approval of hire of Cole Jackson for the Weight Lifting Coordinator/Strength Coach position with a stipend of \$5,015 effective October 14, 2022.
 - 6. Approval of hire of Stephen VonWald for the Long-Term Substitute Secondary Special Education Teacher position (EGHS), BA+10 Step A (\$46,903 prorated) effective October 17, 2022 through November 30, 2022.
 - 7. Approval of hire of Dezirae Drumm for the Para Educator position at a rate of \$18.47/hour effective October 24, 2022.
 - 8. Approval of hire of Madison Lutzka for the Assistant Girls' Hockey Coach position with a stipend of \$2,000 to be paid by the Girls' Hockey Booster Club effective October 31, 2022.
 - 9. Approval of hire of Deanna Kerzie for the Head Girls' Track Coach position with a stipend of \$5,732 effective March 13, 2022.

10. Approval of hire of Dominic Casareto for the Head Girls' Golf Coach position with a stipend of \$5,732 effective March 20, 2023.
11. Acceptance of resignation of Peter Pozniak from the Lunchroom/Playground Aide position effective October 28, 2022.
12. Acceptance of resignation of Courtney Thelen from the Lunchroom/Playground Aide position effective October 13, 2022.
13. Acceptance of resignation for the purpose of retirement of Karen Trimble from the Custodian/Driver position effective January 3, 2023.

B. ITEM PULLED FOR DISCUSSION:

1. *4.2 Payment of the bills.* SORCAN discussed the possibilities of utilizing more businesses in Eveleth and Gilbert when making purchases for the district (for example, fuel, printing, groceries).
2. Motion to **approve 4.2 Payment of the bills** made by SCHOLZ, seconded by UHAN. Motion passed unanimously.

V. REPORTS:

- A. Principal Scott Manni discussed the smooth transition from Roosevelt into North Star Elementary and recapped some of the events that have taken place at North Star since the school year began.
- B. (Superintendent Report followed presentation by Kraus-Anderson.)

VI. KRAUS-ANDERSON CM QUARTERLY UPDATE:

- A. Quarterly presentations were given by Kraus-Anderson for Laurentian Elementary, Rock Ridge High School, North Star Elementary, and the demolition projects.
- B. Motion to **approve CM Contract Amendment #06** made by SCHOLZ, seconded by SJOBERG. Motion passed 7-1 with SORCAN voting NO.

VII. REPORTS, CONT:

- A. Dr. Schmidt provided an update on strategic planning, the Curriculum Advisory Committee, improvements to Progress Parkway road (projected to begin Spring 2023), and possible ways to gain funds for the construction of North Star Elementary.

VIII. POLICIES:

- A. Motion to **pull for further discussion at a Policy Committee meeting:**
7.1.1. 203.2 Order of the Regular School Board Meeting
7.1.2. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations
7.1.11. 515 Protection and Privacy of Pupil Records
7.1.14. 604 Instructional Curriculum
7.1.18. 722 Public Data Requests
and to add Policy 203.5 School Board Meeting Agenda to the list of policies to further discuss made by SORCAN, seconded by CULBERT-DAHL. Motion passed unanimously. (SORCAN will submit her proposed changes to these policies in writing to Stacie Lamppa.)
- B. Motion to **approve the second reading of all remaining policies listed on the agenda that contained substantive changes** made by SJOBERG, seconded by LAUTIGAR. Motion passed unanimously.
- C. Motion to **approve Policies with Non-Substantive Changes: Chapter 260E Reorganization (Policies 211, 414, 423, 519, 532)** made by UHAN, seconded by ADDY. Motion passed unanimously.
- D. Motion to **approve Policies with Non-Substantive Changes: 600 Updates (Policies 605, 606, 607, 608, 609, 611, 613, 614, 615, 616, and 623)** made by ADDY, seconded by CULBERT-DAHL. Motion passed unanimously.

IX. ADMINISTRATION ITEMS:

- A. Motion to **approve bid from Iron Range Piano Co. to move, repair and deliver back to Rock Ridge High School a piano currently located in the Gilbert school** made by ADDY, seconded by CULBERT-DAHL. Motion passed unanimously.
- B. Motion to **approve bid from Utility Systems of America, Inc. for snow removal from district parking lots for the 2022-2023 school year** made by UHAN, seconded by ADDY. Motion passed unanimously.
- C. Motion to **approve local carpenters union trade out of Hermantown to build the varsity softball and baseball press boxes** made by SORCAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- D. Motion to **approve the School Resources Officer Agreement with the City of Virginia for the 2022-2023 school year** made by ADDY, seconded by LAUTIGAR. Motion passed unanimously.

X. **MEETING ANNOUNCEMENTS** were made.

XI. **ADJOURNMENT:** Meeting adjourned at 8:24 P.M.

CHAIR - TIM RIORDAN

CLERK – BRANDI LAUTIGAR

November 14, 2022

offered the following resolution and moved for its adoption.

RESOLVED, By the Board of Education of Independent School District #2909 that the following bills be allowed and the Chairperson and Clerk be and are hereby authorized to draw orders on the Treasurer for payment of same:

<u>CHECK NO.</u>	<u>VENDOR</u>	<u>UFARS CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
8869	ALBIN ACQUISITION CORP	E 01 005 110 000 000 314	Background Checks for September 2022	\$442.00
8869 Total				<u>\$442.00</u>
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	100 LBS Magnetic Hooks Heavy Duty for Hangi	\$15.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Smencils - Scented Graphite HB#2 Pencils 10 co	\$15.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Teacher Created Resources Black Stitch Letters	\$14.29
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	40 count Erasable Red Colored Pencils with Era	\$13.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Ashley Productions ASH10403 Name Plate Clea	\$20.37
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Scotch Thermal Laminating Pouches, 200 pack	\$27.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	BONSEN 10-Sheet Super Micro-Cut Paper Shrec	\$119.78
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Poly 8 Pocket Organizer File Folder Letter Leg:	\$21.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	EasyPAG Office 10 Pocket Wall File Folder Hold	\$111.58
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Basketball Hoop	\$38.89
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	pogo jumper pink	\$17.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Marble Run Set	\$29.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Pop up children's play tent	\$38.75
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	pogo jumper blue	\$16.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Step Stool 2 pack	\$19.69
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	6 piece obstacle course	\$66.49
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	pogo jumper orange	\$17.99
8870	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	doctor kit	\$25.99
8870 Total				<u>\$634.74</u>
8871	ANTTILA ROSE	E 01 302 296 704 000 305	OFFICIAL	\$135.00
8871 Total				<u>\$135.00</u>
8872	BISS LOCK INC	E 01 302 810 000 000 401	new keys	\$6.00
8872	BISS LOCK INC	E 01 116 810 000 000 410	new keys	\$36.00
8872 Total				<u>\$42.00</u>
8873	BRUUN KYLE	E 03 005 760 000 720 366	MILEAGE	\$49.87
8873 Total				<u>\$49.87</u>
8874	CAROLINA BIOLOGICAL SUPPLY	E 01 302 260 000 000 430	747822 Carolina Investigations® for Use with	\$38.90
8874	CAROLINA BIOLOGICAL SUPPLY	E 01 302 260 000 000 430	747840 Carolina Investigations® for Use with	\$119.80
8874	CAROLINA BIOLOGICAL SUPPLY	E 01 302 260 000 000 430	747602 Carolina Investigations® for Use with	\$56.95
8874	CAROLINA BIOLOGICAL SUPPLY	E 01 302 260 000 000 430	747741 Carolina Investigations® for Use with	\$83.90
8874	CAROLINA BIOLOGICAL SUPPLY	E 01 302 260 000 000 430	Freight	\$29.91
8874 Total				<u>\$329.46</u>
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	CCMFW white clay	\$421.74
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	CCLF	\$119.42
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	*PALLETs	\$9.50
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	*FRT-LG liftgate	\$25.00
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	*FRT-LA	\$25.00
8875	CONINENTAL CLAY COMPANY	E 01 302 211 000 000 401	Freight	\$129.80
8875 Total				<u>\$730.46</u>
8876	ECOLAB	E 01 005 810 000 000 401	# 7746530	\$213.19
8876 Total				<u>\$213.19</u>

8877	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	carpenter supplies	\$16.87
8877	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	plumber supplies	\$57.97
8877	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	plumber parts	\$6.83
8877 Total										<u>\$81.67</u>
8878	HENDRICKSON LARRY	E	01	005	810	000	000	350	Sept boiler work	\$2,100.00
8878 Total										<u>\$2,100.00</u>
8879	HIBBING HIGH SCHOOL	E	01	302	296	706	000	369	ENTRY	\$105.00
8879 Total										<u>\$105.00</u>
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	service call	\$377.00
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	service and repair	\$397.85
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	service call and repair	\$204.07
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	410	Battery	\$767.49
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	scrubber batteries	\$1,483.56
8880	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	labor and service call	\$490.50
8880 Total										<u>\$3,720.47</u>
8881	HOMETOWN ELECTRIC OF N MN	E	01	005	810	000	000	350	labor cost	\$2,866.00
8881 Total										<u>\$2,866.00</u>
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	Correction Tape	\$5.20
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	Gamma Green Paper	\$38.97
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	Colored File Folders	\$65.98
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	Manila File Folders	\$16.32
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	White Out Pens	\$5.31
8882	INNOVATIVE OFFICE SOLUTIONS LLC	E	01	005	105	000	000	401	Freight	\$4.50
8882 Total										<u>\$136.28</u>
8883	ISD #12	E	01	302	296	704	000	369	ENTRY	\$200.00
8883 Total										<u>\$200.00</u>
8884	KEN WASCHKE AUTO PLAZA	E	03	005	760	000	720	401	fuel pressure regulator	\$363.49
8884 Total										<u>\$363.49</u>
8885	L & M SUPPLY INC	E	01	005	810	000	000	350	Spreader	\$94.99
8885	L & M SUPPLY INC	E	01	005	810	000	000	350	Shop towels	\$27.98
8885	L & M SUPPLY INC	E	01	005	810	000	000	401	spreader	\$155.00
8885 Total										<u>\$277.97</u>
8886	LINDE GAS & EQUIPMENT INC	E	01	302	361	914	830	433	Cylinder Rental- EGHS	\$82.52
8886	LINDE GAS & EQUIPMENT INC	E	03	005	760	000	720	401	Cylinder Rental- Eve Bus Garage	\$82.52
8886	LINDE GAS & EQUIPMENT INC	E	03	005	760	000	720	401	Cylinder Rental- Gilb Bus Garage	\$65.75
8886 Total										<u>\$230.79</u>
8887	MASSP	E	01	302	640	000	316	366	GRIEPENTROG	\$160.00
8887 Total										<u>\$160.00</u>
8888	MEDICO	B	01	215	003				22NOV LIFE	\$121.45
8888 Total										<u>\$121.45</u>
8889	MENARDS	E	01	005	810	000	000	350	coupling	\$14.49
8889	MENARDS	E	01	005	810	000	000	420	tank lever	\$5.99
8889 Total										<u>\$20.48</u>
8890	MESPA	E	01	101	203	000	000	820	WILLIAMS	\$965.00
8890 Total										<u>\$965.00</u>
8891	METRO SALES INC	E	01	005	105	000	000	386	#105156 W865L200411	\$32.69
8891	METRO SALES INC	E	01	302	211	000	000	386	#R1884 W422L200646	\$146.00
8891	METRO SALES INC	E	01	302	211	000	000	386	#113930 W866L300047	\$0.03
8891	METRO SALES INC	E	01	101	203	000	000	386	#114241 G676L400038	\$97.57
8891	METRO SALES INC	E	01	101	203	000	000	386	#122099 C737M542382	\$1,876.33
8891 Total										<u>\$2,152.62</u>
8892	MN DEPT OF HEALTH	E	01	005	810	000	000	401	Kitchen License	\$700.00
8892 Total										<u>\$700.00</u>

8893	MN ENERGY RESOURCES CORP	E	01	101	810	000	000	440	UTILITIES	\$8.38
8893	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$18.00
8893	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$299.80
8893	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$59.57
8893	MN ENERGY RESOURCES CORP	E	01	005	810	000	000	440	UTILITIES	\$23.43
8893	MN ENERGY RESOURCES CORP	E	01	101	810	000	000	440	UTILITIES	\$1,144.65
8893	MN ENERGY RESOURCES CORP	E	01	100	810	000	000	440	UTILITIES	\$165.00
8893	MN ENERGY RESOURCES CORP	E	03	005	760	000	720	440	UTILITIES	\$64.66
8893	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$7,225.59
8893 Total										<u>\$9,009.08</u>
8894	MnSTA	E	01	101	203	000	000	820	WILLIAMS	\$75.00
8894	MnSTA	E	01	112	203	000	000	820	SCHROEDER	\$75.00
8894 Total										<u>\$150.00</u>
8895	NATIONAL INSURANCE SERVICES OF WI	B	01	215	004				22NOV LTD	\$1,710.57
8895	NATIONAL INSURANCE SERVICES OF WI	B	01	215	003				22NOV LIFE	\$940.83
8895 Total										<u>\$2,651.40</u>
8896	NEXTERA COMMUNICATIONS	E	01	005	105	000	000	320	PHONE	\$672.77
8896 Total										<u>\$672.77</u>
8897	OTSO ARTWORKS LLC	E	04	500	560	000	321	311	YOUTH VOLLEYBALL W/ NUMBER	\$1,580.80
8897	OTSO ARTWORKS LLC	E	04	500	560	000	321	311	ADULT VOLLEYBALL W/ NUMBER	\$16.20
8897	OTSO ARTWORKS LLC	E	04	500	560	000	321	311	ADULT VOLLEYBALL W/O NUMBER	\$153.00
8897 Total										<u>\$1,750.00</u>
8898	QUADIENT LEASING USA INC	E	01	005	105	000	000	370	Quarterly Meter Lease	\$555.54
8898 Total										<u>\$555.54</u>
8899	RANGE PAPER CORPORATION	E	01	005	810	000	000	401	copy papaer	\$836.70
8899	RANGE PAPER CORPORATION	E	01	302	211	000	000	401	Copy Paper	\$669.36
8899 Total										<u>\$1,506.06</u>
8900	SCAIA MELISSA	E	01	302	296	704	000	305	OFFICIAL	\$130.00
8900 Total										<u>\$130.00</u>
8901	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	RJA 1020 Rico Reed Alto Sax 2.0 10/bx	\$21.59
8901	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	RCA 1020 Rico Reed Bb Clarinet 2.0 10/bx	\$17.99
8901 Total										<u>\$39.58</u>
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	1369041 scotch tape refills	\$21.83
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	1369889 scotch packing tape	\$20.66
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	2004082 duck masking tape	\$9.70
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	087036 bostitch pencil sharpener	\$30.61
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	365433 clear 10 pack rulers	\$6.69
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	2007785 command poster strip pack	\$32.43
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	1530187 fine sharpies 36 pack	\$29.57
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	036975 loose leaf rings 1 inch 100 pack	\$19.75
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	1501169 maxell white earbuds	\$25.60
8902	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	214005 crayola colored pencils class set	\$39.90
8902 Total										<u>\$236.74</u>
8903	SHERWIN WILLIAMS	E	01	005	810	000	000	401	pour spout	\$4.89
8903	SHERWIN WILLIAMS	E	01	005	810	000	000	401	field paint white	\$419.76
8903 Total										<u>\$424.65</u>
8904	SOUTHGATE GARY	E	01	302	296	704	000	305	OFFICIAL	\$130.00
8904 Total										<u>\$130.00</u>
8905	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$74.81
8905	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$103.24
8905	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$49.04
8905	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$100.87

8905	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$35.72
8905 Total										<u>\$363.68</u>
8906	TENNIS WAREHOUSE	E	01	302	296	705	000	430	Wilson Championship Extra Duty Tennis Ball 24	\$499.95
8906	TENNIS WAREHOUSE	E	01	302	296	705	000	430	Freight	\$29.75
8906	TENNIS WAREHOUSE	E	01	302	296	705	000	430	Wilson Pro Overgrip Bucket	\$82.45
8906 Total										<u>\$612.15</u>
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	EGHS	\$584.37
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	manual training	\$584.37
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	fine Arts	\$584.37
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	Franklin	\$584.37
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	Nelle Shean	\$584.37
8907	TK ELEVATOR CORPORATION	E	01	005	810	000	000	350	EG jr High	\$584.37
8907 Total										<u>\$3,506.22</u>
8908	TRACY STEVEN	E	01	302	296	704	000	305	OFFICIAL	\$204.00
8908 Total										<u>\$204.00</u>
8910	VIKING ELECTRIC SUPPLY	E	01	005	810	000	000	350	plumber / electrical parts	\$40.92
8910	VIKING ELECTRIC SUPPLY	E	01	116	810	000	000	420	electrical parts	\$222.75
8910 Total										<u>\$263.67</u>
8911	NORTHEAST SERVICE COOPERATIVE	B	01	215	001				22Sept	\$223,001.79
8911	NORTHEAST SERVICE COOPERATIVE	E	01	300	211	000	000	291	22Sept	\$664.98
8911	NORTHEAST SERVICE COOPERATIVE	E	01	300	211	000	000	291	22Sept	\$25,019.12
8911	NORTHEAST SERVICE COOPERATIVE	B	01	215	001				22Oct	\$192,998.31
8911	NORTHEAST SERVICE COOPERATIVE	E	01	300	211	000	000	291	22Oct	\$664.98
8911	NORTHEAST SERVICE COOPERATIVE	E	01	300	211	000	000	291	22Oct	\$25,019.12
8911 Total										<u>\$467,368.30</u>
8912	MINNESOTA POWER	E	01	005	810	000	000	331	Electricity	\$2,805.82
8912 Total										<u>\$2,805.82</u>
8913	MINNESOTA ENERGY RESOURCES	E	01	005	810	000	000	440	Fuel For Buildings	\$200.69
8913 Total										<u>\$200.69</u>
8914	MINNESOTA POWER	E	01	005	810	000	000	331	Electricity	\$6,141.70
8914 Total										<u>\$6,141.70</u>
8915	PETTY CASH - ATHLETIC OFFICE	E	01	300	296	705	000	364	Entry Fees/Student Travel	\$180.00
8915 Total										<u>\$180.00</u>
8916	RAM	B	01	215	270				Payroll Deductions-WC	\$15,895.08
8916 Total										<u>\$15,895.08</u>
8917	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$1,716.51
8917 Total										<u>\$1,716.51</u>
8918	VERIZON	E	01	005	690	000	000	320	Comm Telephone	\$105.14
8918 Total										<u>\$105.14</u>
8919	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331	Electricity	\$10,622.43
8919	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331	Electricity	\$15,296.08
8919 Total										<u>\$25,918.51</u>
8920	A W KUETTEL & SONS INC	E	06	116	870	000	000	520	Bldg Improvements	\$161,562.46
8920 Total										<u>\$161,562.46</u>
8921	AGI REPAIR INC	E	01	005	606	000	000	311	Prof Tech Services	\$1,379.00
8921	AGI REPAIR INC	E	01	005	606	000	000	311	Prof Tech Services	\$1,423.00
8921 Total										<u>\$2,802.00</u>
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$3,426.75
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$547.39
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$1,132.38
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$600.00
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$9,172.21
8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$176.83

8922	AIKEY ELECTRIC LLC	E	01	005	810	000	000	401	General Supplies	\$283.90
8922 Total										<u>\$15,339.46</u>
8923	AMAZON CAPITAL SERVICES INC	E	05	301	865	000	347	401	General Supplies, LTFM PHY HZD	\$26.37
8923	AMAZON CAPITAL SERVICES INC	E	01	005	606	000	000	401	General Supplies	\$30.97
8923	AMAZON CAPITAL SERVICES INC	E	01	116	203	404	000	430	Instruct Supplies	\$35.99
8923	AMAZON CAPITAL SERVICES INC	E	01	116	203	404	000	430	Instruct Supplies	\$198.39
8923	AMAZON CAPITAL SERVICES INC	E	01	116	203	404	000	430	Instruct Supplies	\$19.58
8923	AMAZON CAPITAL SERVICES INC	E	01	300	270	000	000	430	Instruct Supplies	\$8.25
8923	AMAZON CAPITAL SERVICES INC	E	01	300	270	000	000	430	Instruct Supplies	\$373.67
8923	AMAZON CAPITAL SERVICES INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$293.37
8923	AMAZON CAPITAL SERVICES INC	E	06	300	870	000	000	530	Equipment	\$366.87
8923 Total										<u>\$1,353.46</u>
8924	AMERICAN STRUCTURAL METALS INC	E	06	300	870	000	000	520	Bldg Improvements	\$62,468.09
8924 Total										<u>\$62,468.09</u>
8925	AMPLIFIED IT	E	01	005	606	000	000	311	Prof Tech Services	\$326.57
8925 Total										<u>\$326.57</u>
8926	ARCHITECTURAL TESTING INC	E	06	116	870	000	000	311	Prof Tech Services	\$3,800.00
8926 Total										<u>\$3,800.00</u>
8927	AUSTAD TIFFANY A	E	01	112	405	000	740	399	Spec Purchased Services	\$161.38
8927 Total										<u>\$161.38</u>
8928	AVID CENTER	E	01	005	640	000	316	366	Travel	\$925.00
8928	AVID CENTER	E	01	005	640	000	316	366	Travel	\$11,259.00
8928 Total										<u>\$12,184.00</u>
8929	BARTLEY SALES COMPANY INC	E	06	300	870	000	000	520	Bldg Improvements	\$10,732.15
8929 Total										<u>\$10,732.15</u>
8930	BENCHMARK ENGINEERING INC	E	06	116	870	000	000	311	Prof Tech Services	\$2,412.50
8930 Total										<u>\$2,412.50</u>
8931	BEN'S STRUCTURAL FABRICATION INC	E	06	300	870	000	000	520	Bldg Improvements	\$16,249.83
8931	BEN'S STRUCTURAL FABRICATION INC	E	06	116	870	000	000	520	Bldg Improvements	\$14,250.00
8931 Total										<u>\$30,499.83</u>
8932	BSN SPORTS LLC	E	01	300	292	000	000	432	Uniforms	\$9,492.48
8932	BSN SPORTS LLC	E	01	300	296	709	000	432	Unifroms	\$13,000.00
8932 Total										<u>\$22,492.48</u>
8933	CARDMEMBER SERVICE	E	01	005	606	000	000	311		\$77.72
8933	CARDMEMBER SERVICE	E	01	005	810	000	000	370		\$4,478.98
8933 Total										<u>\$4,556.70</u>
8934	CARLSON JOSHUA	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8934	CARLSON JOSHUA	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8934 Total										<u>\$200.00</u>
8935	CENGAGE LEARNING INC	E	01	300	270	000	000	430	AS PER ATTACHED QUOTE 6253523	\$2,887.50
8935 Total										<u>\$2,887.50</u>
8936	CHAMPION AUTO STORES #425	E	01	005	810	000	000	350	Repairs Maint Serv	\$169.63
8936	CHAMPION AUTO STORES #425	E	01	005	810	000	000	350	Repairs Maint Serv	\$18.00
8936	CHAMPION AUTO STORES #425	E	01	005	810	000	000	350	Repairs Maint Serv	\$12.84
8936 Total										<u>\$200.47</u>
8937	CHAUVERS EDWARD	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8937 Total										<u>\$100.00</u>
8938	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$331.50
8938 Total										<u>\$331.50</u>
8939	CONSOLIDATED COMMUNICATIONS	E	01	005	606	000	000	320	Comm Telephone	\$541.92
8939 Total										<u>\$541.92</u>
8940	CONSTRUCTION SUPPLY INC	E	06	116	870	000	000	520	Bldg Improvements	\$14,386.99
8940 Total										<u>\$14,386.99</u>

8941	CULINEX	E	02	005	770	000	701	401	General Supplies	\$105.24
8941	CULINEX	E	02	005	770	000	701	401	General Supplies	\$155.93
8941	CULINEX	E	02	005	770	000	701	401	General Supplies	\$14.30
8941 Total										<u>\$275.47</u>
8942	CUNINGHAM GROUP	E	06	116	870	000	000	311	Prof Tech Services	\$38,825.76
8942	CUNINGHAM GROUP	E	06	116	870	000	000	311	Prof Tech Services	\$21,497.68
8942	CUNINGHAM GROUP	E	06	116	870	000	000	311	Prof Tech Services	\$42,535.00
8942	CUNINGHAM GROUP	E	06	300	870	000	000	311	Prof Tech Services	\$38,358.82
8942	CUNINGHAM GROUP	E	06	300	870	000	000	311	Prof Tech Services	\$49,330.62
8942	CUNINGHAM GROUP	E	06	300	870	000	000	311	Prof Tech Services	\$108,157.00
8942	CUNINGHAM GROUP	E	06	300	870	000	000	311	Prof Tech Services	\$148,797.58
8942	CUNINGHAM GROUP	E	06	116	870	000	000	311	Prof Tech Services	\$52,627.15
8942 Total										<u>\$500,129.61</u>
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	410	Custodial Supplies	\$450.00
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	410	Custodial Supplies	\$42.00
8943	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$126.75
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	410	Custodial Supplies	\$504.00
8943	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$24.00
8943	DAHLHEIMER BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$40.00
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$9.00
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$11.00
8943	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$80.00
8943	DAHLHEIMER BEVERAGE	E	03	005	760	000	720	401	General Supplies	\$9.00
8943 Total										<u>\$1,295.75</u>
8944	DALCO	E	01	005	810	000	000	401	General Supplies	\$186.69
8944 Total										<u>\$186.69</u>
8945	DONAI'S AARON	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8945 Total										<u>\$100.00</u>
8946	DOORCO INC	E	06	300	870	000	000	520	Bldg Improvements	\$2,850.00
8946 Total										<u>\$2,850.00</u>
8947	DULUTH COATING SYSTEMS INC	E	06	300	870	000	000	520	Bldg Improvements	\$72,755.37
8947 Total										<u>\$72,755.37</u>
8948	ECOLAB	E	01	300	810	000	000	350	Repairs Maint Serv	\$280.00
8948 Total										<u>\$280.00</u>
8949	EDUCATORS BENEFIT CONSULTANTS	E	01	005	110	000	000	311	Prof Tech Services	\$227.00
8949 Total										<u>\$227.00</u>
8950	EPPERSON SUSANNA	E	01	005	640	000	316	366	Travel	\$350.00
8950 Total										<u>\$350.00</u>
8951	FERGUSON ENTERPRISES LLC #1657	E	01	112	810	000	000	350	Repairs Maint Serv	\$96.00
8951	FERGUSON ENTERPRISES LLC #1657	E	01	005	810	000	000	420	Repair Supplies	\$42.99
8951 Total										<u>\$138.99</u>
8952	FIELDTURF USA INC	E	06	300	870	000	000	520	Bldg Improvements	\$447,198.00
8952 Total										<u>\$447,198.00</u>
8953	FIRST TECHNOLOGIES INC	E	01	300	155	721	000	430	AS PER ATTACHED QUOTATION # 22-1397 R1	\$38,207.94
8953	FIRST TECHNOLOGIES INC	E	06	300	870	000	000	530	AS PER ATTACHED QUOTATION # 22-1397 R1	\$32,137.06
8953	FIRST TECHNOLOGIES INC	E	06	300	870	000	000	530	AS PER ATTACHED QUOTATION # 22-1397 R1	\$141,922.00
8953 Total										<u>\$212,267.00</u>
8954	FISHER TRACKS INC	E	06	300	870	000	000	520	Bldg Improvements	\$340,713.70
8954 Total										<u>\$340,713.70</u>
8955	FLOOR TO CEILING	E	01	101	216	000	401	430	Instructional Supply	\$1,144.14
8955 Total										<u>\$1,144.14</u>
8956	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$26.61
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$8.34

8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$7.21
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$349.99
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$3.23
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$3.06
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$2.69
8956	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$8.26
8956	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$18.79
8956	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$54.95
8956	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$15.18
8956 Total										<u>\$498.31</u>
8957	GRAZZINI BROTHERS & COMPANY	E	06	116	870	000	000	520	Bldg Improvements	\$1,520.00
8957 Total										<u>\$1,520.00</u>
8958	GREAT LAKES ALARM	E	01	118	810	000	000	350	Repair & Maint Service	\$59.85
8958 Total										<u>\$59.85</u>
8959	GREAT LAKES HOTEL SUPPLY COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$18,788.15
8959 Total										<u>\$18,788.15</u>
8960	HAFDAHL THOMAS	E	01	300	294	701	000	305	Consulting Fees	\$90.00
8960 Total										<u>\$90.00</u>
8961	HAINNEY CASSANDRA	E	01	005	107	050	000	366	Travel	\$951.16
8961	HAINNEY CASSANDRA	E	01	005	107	050	000	366		\$232.25
8961	HAINNEY CASSANDRA	E	01	005	107	050	000	401		\$14.95
8961 Total										<u>\$1,198.36</u>
8962	HALLBERG ENGINEERING	E	06	300	870	000	000	311	Prof Tech Services	\$4,894.00
8962 Total										<u>\$4,894.00</u>
8963	HAWK CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$182,236.96
8963	HAWK CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$203,456.78
8963 Total										<u>\$385,693.74</u>
8964	HILLMAN DAVID	E	01	300	294	701	000	305	Consulting Fees	\$150.00
8964 Total										<u>\$150.00</u>
8965	HILLYARD / HUTCHINSON	E	01	005	810	000	000	420	Repair Supplies	\$36.82
8965 Total										<u>\$36.82</u>
8966	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$343.26
8966	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$24.84
8966	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$828.80
8966	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$153.37
8966	HOGLUND BUS CO INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$302.75
8966 Total										<u>\$1,653.02</u>
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$307.13
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$136.50
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$156.00
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$117.12
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$1,300.00
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$650.00
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$97.50
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$117.12
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$102.48
8967	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
8967 Total										<u>\$3,256.97</u>

8968	HUNT ELECTRIC CORPORATION	E	06	116	870	000	000	520	Bldg Improvements	\$101,212.05
8968	HUNT ELECTRIC CORPORATION	E	06	300	870	000	000	520	Bldg Improvements	\$297,398.39
8968 Total										<u>\$398,610.44</u>
8969	INAC INC	E	02	005	770	000	701	899	Misc Other Expense	\$146,710.79
8969 Total										<u>\$146,710.79</u>
8970	INFINITY ONLINE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$22,225.00
8970 Total										<u>\$22,225.00</u>
8971	ISD #6076	E	01	998	211	000	161	304	Purchased Services	\$65,860.36
8971	ISD #6076	E	01	998	211	000	161	304	Purchased Services	\$3,250.60
8971	ISD #6076	E	01	998	211	000	161	304	Purchased Services	\$3,550.02
8971	ISD #6076	E	01	998	211	000	161	304	Purchased Services	\$7,271.18
8971 Total										<u>\$79,932.16</u>
8972	J W PEPPER & SON INC	E	01	300	258	003	000	430	Instruct Supplies	\$105.00
8972 Total										<u>\$105.00</u>
8973	JAMAR COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$5,231.08
8973 Total										<u>\$5,231.08</u>
8974	JANKILA EMILY	E	01	005	107	050	000	366	Travel	\$57.00
8974 Total										<u>\$57.00</u>
8975	JOBE RAYMOND	E	01	005	107	050	000	366	Travel	\$683.22
8975 Total										<u>\$683.22</u>
8976	KIMLEY-HORN AND ASSOCIATES INC	E	06	300	870	000	000	311	Prof Tech Services	\$7,550.00
8976 Total										<u>\$7,550.00</u>
8977	KLARICH JOHN A	E	04	500	560	000	321	311	Prof Tech Services	\$100.00
8977 Total										<u>\$100.00</u>
8978	KRAGE SAMANTHA	E	01	005	107	050	000	366	Travel	\$245.75
8978	KRAGE SAMANTHA	E	01	005	107	050	000	366	Travel	\$224.40
8978 Total										<u>\$470.15</u>
8979	KRAUS-ANDERSON	E	06	300	870	000	000	311	Prof Tech Services	\$310,265.95
8979 Total										<u>\$310,265.95</u>
8980	KUSH-JEFFERY SHANON	E	04	500	582	000	344	401	General Supplies	\$69.40
8980 Total										<u>\$69.40</u>
8981	KY INTERPRETING SERVICES INC	E	01	112	405	000	740	399	Spec Purchased Services	\$6,860.00
8981	KY INTERPRETING SERVICES INC	E	01	116	405	000	740	399	Spec Purchased Services	\$5,175.00
8981 Total										<u>\$12,035.00</u>
8982	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$39.46
8982	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$9.24
8982	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$55.89
8982	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$103.88
8982	L & M SUPPLY INC	E	01	300	255	000	000	430	Instruct Supplies	\$165.34
8982 Total										<u>\$373.81</u>
8983	LAMPPA DAVIS	E	01	300	294	701	000	305	Consulting Fees	\$150.00
8983 Total										<u>\$150.00</u>
8984	LATER TATER	E	01	005	107	050	000	401	General Supplies	\$585.25
8984 Total										<u>\$585.25</u>
8985	LEMIEUX STEPHEN	E	01	112	810	000	000	350	Repairs Maint Serv	\$467.50
8985 Total										<u>\$467.50</u>
8986	LUNDGREN MOTORS INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$62.03
8986 Total										<u>\$62.03</u>
8987	MACNEIL ENVIRONMENTAL INC	E	03	005	750	000	720	311	Prof Tech Services	\$1,320.00
8987	MACNEIL ENVIRONMENTAL INC	E	05	005	865	000	352	311	Prof Tech Services	\$6,100.00
8987 Total										<u>\$7,420.00</u>
8988	MCDONALD PAUL	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8988 Total										<u>\$100.00</u>

8989	MCDONALD TOM	E	01	300	294	701	000	305	Consulting Fees	\$100.00
8989	MCDONALD TOM	E	01	300	294	701	000	305	Consulting Fees	\$61.00
8989 Total										<u>\$161.00</u>
8990	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	112	203	401	000	430	AS PER ATTACHED QUOTE NUMBER TWINC-092	\$360.52
8990 Total										<u>\$360.52</u>
8991	MENARDS	E	01	005	810	000	000	410	Custodial Supplies	\$98.92
8991	MENARDS	E	01	005	810	000	000	410	Custodial Supplies	\$16.97
8991	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$79.52
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$174.10
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$167.76
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$133.66
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$167.34
8991	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$66.93
8991	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$13.27
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$120.94
8991	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$151.94
8991	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$51.06
8991	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$13.97
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$1,610.70
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$94.98
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$72.55
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$20.74
8991	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$920.28
8991 Total										<u>\$3,975.63</u>
8992	MESABI BITUMINOUS INC	E	06	300	870	000	000	520	Bldg Improvements	\$328,082.50
8992 Total										<u>\$328,082.50</u>
8993	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$115.97
8993 Total										<u>\$115.97</u>
8994	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$2,757.89
8994	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$433.36
8994	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$467.02
8994	MID-STATE TRUCKING SERVICE INC	E	03	005	760	000	720	350	Repairs Maint Serv	\$1,346.97
8994 Total										<u>\$5,005.24</u>
8995	MIDWEST PLAYSCAPES	E	06	100	870	000	000	530	Equipment	\$26,365.00
8995	MIDWEST PLAYSCAPES	E	06	100	870	000	000	530	Equipment	\$5,868.00
8995 Total										<u>\$32,233.00</u>
8996	MINNEAPOLIS OXYGEN COMPANY	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$134.25
8996	MINNEAPOLIS OXYGEN COMPANY	E	01	300	255	000	000	430	Instruct Supplies	\$35.00
8996	MINNEAPOLIS OXYGEN COMPANY	E	01	300	255	000	000	430	Instruct Supplies	\$105.00
8996	MINNEAPOLIS OXYGEN COMPANY	E	06	300	870	000	000	530	Equipment	\$888.00
8996 Total										<u>\$1,162.25</u>
8997	NORTHEAST SERVICE COOPERATIVE	E	01	005	640	000	316	366	Travel	\$450.00
8997 Total										<u>\$450.00</u>
8998	NORTHERN INDUSTRIAL ERECTORS INC	E	06	300	870	000	000	520	Bldg Improvements	\$13,611.71
8998 Total										<u>\$13,611.71</u>
8999	NORTHLAND LAWN AND SPORT	E	03	005	760	016	720	401	General Supplies	\$4,961.76
8999	NORTHLAND LAWN AND SPORT	E	03	005	760	016	720	401	General Supplies	\$113.62
8999 Total										<u>\$5,075.38</u>
9000	NTS	E	06	116	870	000	000	311	Prof Tech Services	\$3,997.25
9000 Total										<u>\$3,997.25</u>
9001	OMERZA TIM	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9001 Total										<u>\$100.00</u>

9002	ORSO KATI	E	01	005	107	050	000	401	General Supplies	\$60.00
9002 Total										<u>\$60.00</u>
9003	PBL WORKS	E	01	005	030	000	000	401	PBL HANDBOOK FOR MIDDLE & HIGH SCHOOL	\$539.20
9003	PBL WORKS	E	01	005	030	000	000	401	PBL HANDBOOK FOR ELEMENTARY SCHOOL	\$539.20
9003	PBL WORKS	E	01	005	030	000	000	401	SHIPPING	\$52.07
9003 Total										<u>\$1,130.47</u>
9004	PELLINEN MATHEW	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9004 Total										<u>\$100.00</u>
9005	PEPSI BEVERAGES COMPANY	E	01	300	214	038	000	401	General Supplies	\$638.40
9005 Total										<u>\$638.40</u>
9006	PER MAR SECURITY SERVICES	E	01	005	810	000	000	311	Prof Tech Services	\$2,907.50
9006	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$808.20
9006 Total										<u>\$3,715.70</u>
9007	PERKIO NATHANIEL A	E	01	300	294	701	000	305	Consulting Fees	\$150.00
9007 Total										<u>\$150.00</u>
9008	PETERSON COMPANIES INC	E	06	300	870	000	000	510	Site Prep	\$430,062.87
9008 Total										<u>\$430,062.87</u>
9009	PINNACLE FOOD SERVICE REPAIR LLC	E	02	005	770	000	701	350	Repair/Maint Service	\$1,025.72
9009	PINNACLE FOOD SERVICE REPAIR LLC	E	02	005	770	000	701	350	Repair/Maint Service	\$1,541.22
9009 Total										<u>\$2,566.94</u>
9010	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$88.78
9010	POHAKI LUMBER CO	E	01	302	810	000	000	899	Misc Expense	\$229.90
9010	POHAKI LUMBER CO	E	01	302	810	000	000	899	Misc Expense	\$224.35
9010	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$6,084.01
9010	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$2,439.84
9010 Total										<u>\$9,066.88</u>
9011	POPE MICHAEL	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9011	POPE MICHAEL	E	01	300	294	701	000	305	Consulting Fees	\$61.00
9011 Total										<u>\$161.00</u>
9012	POWER SCHOOL GROUP LLC	E	01	005	606	000	000	311	Prof Tech Services	\$250.68
9012 Total										<u>\$250.68</u>
9013	PROPERTY SOLUTIONS DULUTH LLC	E	06	300	870	000	000	311	Prof Tech Services	\$32,200.37
9013 Total										<u>\$32,200.37</u>
9014	QUALITY CONCRETE INC	E	06	300	870	000	000	520	Bldg Improvements	\$5,255.81
9014 Total										<u>\$5,255.81</u>
9015	RACHEL CONTRACTING LLC	E	06	005	870	000	000	311	Prof Tech Services	\$90,784.85
9015	RACHEL CONTRACTING LLC	E	06	005	870	000	000	311	Prof Tech Services	\$242,122.70
9015 Total										<u>\$332,907.55</u>
9016	RANGE OFFICE SUPPLY & EQUIP.CO	E	01	300	050	000	000	401	General Supplies	\$247.49
9016 Total										<u>\$247.49</u>
9017	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$1,273.94
9017	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$341.22
9017	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$314.62
9017	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$449.04
9017	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Custodial Supplies	\$943.00
9017 Total										<u>\$3,321.82</u>
9018	RATWIK ROSZAK & MALONEY	E	01	005	150	000	000	311	Prof Tech Services	\$963.50
9018 Total										<u>\$963.50</u>
9019	RJ MECHANICAL INC	E	06	300	870	000	000	520	Bldg Improvements	\$199,639.71
9019	RJ MECHANICAL INC	E	06	116	870	000	000	520	Bldg Improvements	\$65,117.14
9019 Total										<u>\$264,756.85</u>
9020	ROAD MACHINERY & SUPPLY CO	E	01	005	810	000	000	350	Repairs Maint Serv	\$1,479.95
9020 Total										<u>\$1,479.95</u>

9021	ROTO-ROOTER	E	01	117	810	000	000	350	Repairs Maint Serv	\$140.00
9021 Total										<u>\$140.00</u>
9022	RTL CONSTRUCTION INC	E	06	300	870	000	000	520	Bldg Improvements	\$88,953.98
9022 Total										<u>\$88,953.98</u>
9023	SAAFE LLC	E	06	300	870	000	000	520	Bldg Improvements	\$137,614.15
9023 Total										<u>\$137,614.15</u>
9024	SCHOOL NURSE SUPPLY	E	01	300	720	000	000	401	General Supplies	\$57.10
9024	SCHOOL NURSE SUPPLY	E	01	300	720	000	000	401	General Supplies	\$18.90
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	14432, TONGUE BLADES	\$7.09
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	17276, CLEAR TAPE	\$11.95
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	39240, SHARPS CONTAINER	\$6.49
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	39610, INFECTIOUS WASTE BAGS	\$6.49
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	89049, MEDIMETER	\$3.95
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	34638, TAPE MEASURE	\$3.47
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	74150, CLASSIC ROUND READER	\$17.00
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	37530, PILL ENVELOPES	\$4.15
9024	SCHOOL NURSE SUPPLY	E	04	701	590	000	350	401	Freight	\$9.25
9024 Total										<u>\$145.84</u>
9025	SCHOOL SPECIALTY LLC	E	01	116	620	000	000	401	2007670, GBC NAP II EZLOAD ROLL LAMINATING	\$587.98
9025 Total										<u>\$587.98</u>
9026	SCREEN VISION MEDIA	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$480.00
9026 Total										<u>\$480.00</u>
9027	SHERWIN WILLIAMS	E	05	300	850	052	302	520	Bldg Improvements	\$66.30
9027 Total										<u>\$66.30</u>
9028	SHI	E	06	300	870	000	000	555	Technology Equip	\$21,841.26
9028	SHI	E	01	101	606	000	000	430	AS PER ATTACHED QUOTATION # 22628704	\$5,170.00
9028 Total										<u>\$27,011.26</u>
9029	SHRED-N-GO INC	E	01	112	203	000	000	401		\$64.08
9029	SHRED-N-GO INC	E	01	300	211	000	000	401		\$28.03
9029	SHRED-N-GO INC	E	01	005	110	000	000	401		\$28.02
9029	SHRED-N-GO INC	E	01	116	203	000	000	401		\$28.03
9029 Total										<u>\$148.16</u>
9030	SHUBAT TRANSPORTATION	E	01	300	294	701	733	361	Private Trans Cont	\$1,775.00
9030	SHUBAT TRANSPORTATION	E	01	300	296	706	733	361	Private Trans Cont	\$770.57
9030 Total										<u>\$2,545.57</u>
9031	SIMONSON TREVOR	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9031 Total										<u>\$100.00</u>
9032	SKALKO CLAUDIA	E	04	500	560	000	321	430	Instruct Supplies	\$140.00
9032 Total										<u>\$140.00</u>
9033	SKOGLUND LAINE	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9033 Total										<u>\$100.00</u>
9034	ST GERMAIN'S CABINET INC	E	06	300	870	000	000	520	Bldg Improvements	\$85,500.00
9034 Total										<u>\$85,500.00</u>
9035	STATE SUPPLY COMPANY	E	01	117	810	000	000	420	Repair Supplies	\$70.16
9035 Total										<u>\$70.16</u>
9036	STEFANICH SHEENA	E	01	112	203	000	000	401	General Supplies	\$53.94
9036 Total										<u>\$53.94</u>
9037	STEINBRECHER PAINTING COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$25,032.50
9037 Total										<u>\$25,032.50</u>
9038	SUMMIT FIRE PROTECTION	E	06	300	870	000	000	520	Bldg Improvements	\$13,010.25
9038 Total										<u>\$13,010.25</u>
9039	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$13.16
9039	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$21.87

9039	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$16.06
9039	SUPER ONE	E	04	500	580	000	325	401	General Supplies	\$1.22
9039	SUPER ONE	E	04	500	580	000	325	401	General Supplies	\$5.99
9039	SUPER ONE	E	01	300	292	000	000	401	General Supplies	\$10.87
9039	SUPER ONE	E	01	116	203	405	000	430	Instruct Supplies	\$21.48
9039 Total										<u>\$90.65</u>
9040	SUPER TEACHER WORKSHEETS	E	01	112	203	402	000	430	Instruct Supplies	\$24.95
9040 Total										<u>\$24.95</u>
9041	SWANSON JENNY	E	01	005	107	050	000	366	Travel	\$641.22
9041 Total										<u>\$641.22</u>
9042	SWEETWATER	E	01	005	107	050	000	401	General Supplies	\$3,038.46
9042 Total										<u>\$3,038.46</u>
9043	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$826.96
9043	TACONITE TIRE SERVICE	E	03	005	760	000	720	350	Repairs Maint Serv	\$102.44
9043	TACONITE TIRE SERVICE	E	01	005	810	000	000	350	Repairs Maint Serv	\$648.44
9043	TACONITE TIRE SERVICE	E	03	005	760	000	720	350	Repairs Maint Serv	\$63.00
9043 Total										<u>\$1,640.84</u>
9044	TEACHERS ON CALL	E	01	300	361	000	428	303		\$83.75
9044	TEACHERS ON CALL	E	01	005	690	000	510	303		\$345.10
9044	TEACHERS ON CALL	E	01	300	640	000	000	303		\$347.90
9044	TEACHERS ON CALL	E	04	500	581	000	344	305		\$809.20
9044	TEACHERS ON CALL	E	01	302	420	000	740	307		\$1,229.37
9044	TEACHERS ON CALL	E	01	302	211	000	000	305		\$425.21
9044	TEACHERS ON CALL	E	01	101	420	000	740	307		\$2,011.10
9044	TEACHERS ON CALL	E	01	101	203	000	000	305		\$856.87
9044	TEACHERS ON CALL	E	01	300	420	000	740	307		\$801.88
9044	TEACHERS ON CALL	E	01	300	211	000	000	305		\$508.97
9044	TEACHERS ON CALL	E	01	116	420	000	740	307		\$1,167.11
9044	TEACHERS ON CALL	E	01	116	203	000	000	305		\$260.92
9044	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,439.90
9044	TEACHERS ON CALL	E	01	300	640	000	000	303		\$354.34
9044	TEACHERS ON CALL	E	04	500	581	000	344	305		\$571.20
9044	TEACHERS ON CALL	E	01	302	420	000	740	307		\$906.71
9044	TEACHERS ON CALL	E	01	302	211	000	000	305		\$866.52
9044	TEACHERS ON CALL	E	01	101	420	000	740	307		\$1,905.40
9044	TEACHERS ON CALL	E	01	101	203	000	000	305		\$428.43
9044	TEACHERS ON CALL	E	01	300	420	000	740	307		\$895.30
9044	TEACHERS ON CALL	E	01	300	211	000	000	305		\$515.41
9044	TEACHERS ON CALL	E	01	116	420	000	740	307		\$975.80
9044	TEACHERS ON CALL	E	01	116	203	000	000	305		\$1,037.26
9044	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,689.80
9044	TEACHERS ON CALL	E	01	112	203	000	000	305		\$502.53
9044	TEACHERS ON CALL	E	04	500	581	000	344	305		\$693.98
9044	TEACHERS ON CALL	E	01	300	640	000	000	303		\$167.51
9044	TEACHERS ON CALL	E	01	116	640	000	000	303		\$167.51
9044	TEACHERS ON CALL	E	01	302	420	000	740	307		\$273.70
9044	TEACHERS ON CALL	E	01	302	211	000	000	305		\$173.95
9044	TEACHERS ON CALL	E	01	101	420	000	740	307		\$1,149.75
9044	TEACHERS ON CALL	E	01	101	203	000	000	305		\$173.95
9044	TEACHERS ON CALL	E	01	300	420	000	740	307		\$1,109.50
9044	TEACHERS ON CALL	E	01	300	211	000	000	305		\$876.19
9044	TEACHERS ON CALL	E	01	116	203	000	000	305		\$1,291.74

9044	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,536.01
9044 Total										<u>\$28,549.77</u>
9045	TK ELEVATOR CORPORATION	E	01	005	810	000	000	401	General Supplies	\$190.99
9045	TK ELEVATOR CORPORATION	E	01	005	810	000	000	401	General Supplies	\$796.52
9045 Total										<u>\$987.51</u>
9046	TNT CONSTRUCTION GROUP LLC	E	06	116	870	000	000	520	Bldg Improvements	\$118,657.37
9046	TNT CONSTRUCTION GROUP LLC	E	06	116	870	000	000	520	Bldg Improvements	\$27,591.80
9046 Total										<u>\$146,249.17</u>
9047	TRIMARK INDUSTRIAL	E	05	300	865	000	347	401	General Supplies	\$77.50
9047	TRIMARK INDUSTRIAL	E	05	300	865	000	347	401	General Supplies	\$38.33
9047	TRIMARK INDUSTRIAL	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$470.20
9047 Total										<u>\$586.03</u>
9048	UHL COMPANY INC	E	06	116	870	000	000	520	Bldg Improvements	\$30,065.50
9048	UHL COMPANY INC	E	06	300	870	000	000	520	Bldg Improvements	\$32,931.22
9048 Total										<u>\$62,996.72</u>
9049	ULINE	E	01	005	810	000	000	401	General Supplies	\$453.93
9049 Total										<u>\$453.93</u>
9050	UNITED GLASS INC	E	06	300	870	000	000	520	Bldg Improvements	\$30,153.00
9050 Total										<u>\$30,153.00</u>
9051	VAKE ADAM	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9051 Total										<u>\$100.00</u>
9052	VAKE TRAVIS	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9052	VAKE TRAVIS	E	01	300	294	701	000	305	Consulting Fees	\$22.00
9052 Total										<u>\$122.00</u>
9053	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	332		\$39.25
9053	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	331		\$432.90
9053	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	440		\$107.89
9053	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$54.71
9053	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	333		\$50.65
9053	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	333		\$524.37
9053	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$585.30
9053	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	332		\$245.50
9053	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	331		\$7,122.43
9053	VIRGINIA PUBLIC UTILITITES	E	01	112	810	000	000	440		\$405.58
9053	VIRGINIA PUBLIC UTILITITES	E	03	005	760	000	720	331	Electricity	\$55.62
9053	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	331	Electricity	\$210.16
9053 Total										<u>\$9,834.36</u>
9054	VISSER DARREN	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9054 Total										<u>\$100.00</u>
9055	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$498.00
9055 Total										<u>\$498.00</u>
9056	WCS1 LLC	E	06	300	870	000	000	520	Bldg Improvements	\$9,500.00
9056 Total										<u>\$9,500.00</u>
9057	WELLS CONCRETE PRODUCTS COMPANY INC	E	06	116	870	000	000	520	Bldg Improvements	\$11,857.90
9057 Total										<u>\$11,857.90</u>
9058	WENGER CORPORATION	E	06	300	870	000	000	520	Bldg Improvements	\$199,503.57
9058 Total										<u>\$199,503.57</u>
9059	WETZEL JAY	E	01	300	294	701	000	305	Consulting Fees	\$100.00
9059 Total										<u>\$100.00</u>
9060	WINTER MARK	E	01	005	640	000	316	366	Travel	\$51.51
9060 Total										<u>\$51.51</u>
9061	WL HALL COMPANY	E	06	300	870	000	000	520	Bldg Improvements	\$1,788.75
9061 Total										<u>\$1,788.75</u>

9062	ZOOM VIDEO COMMUNICATIONS INC	E	01	005	606	000	000	466	Instructional Technology	\$15,349.00
9062 Total										<u>\$15,349.00</u>
9063	AT & T MOBILITY	E	01	005	690	000	000	320	TABLET	\$67.23
9063 Total										<u>\$67.23</u>
9064	JAMAR COMPANY	E	06	100	870	000	000	520	METAL PANELS	\$46,496.96
9064 Total										<u>\$46,496.96</u>
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$4,478.39
9065	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$225.60
9065	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$59.24
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$35.54
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$769.60
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$175.36
9065	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$24.69
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$1,113.00
9065	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$4,909.52
9065	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$6,192.43
9065 Total										<u>\$17,983.37</u>
9066	MURERASE DIGITAL DESIGNED SOLUTIONS	E	01	300	296	710	000	430	Custom Hockey White Boards	\$480.00
9066	MURERASE DIGITAL DESIGNED SOLUTIONS	E	01	300	296	710	000	430	Print Set Up	\$25.00
9066	MURERASE DIGITAL DESIGNED SOLUTIONS	E	01	300	296	710	000	430	Freight	\$72.00
9066 Total										<u>\$577.00</u>
9067	NELSON-COLLIE ELECTRIC INC	E	06	100	870	000	000	520	ELECTRICAL	\$27,018.06
9067 Total										<u>\$27,018.06</u>
9068	NORTHSTAR STUDENT TRANSPORTATION	E	03	005	760	000	723	361	22SEPT VAN	\$103,089.31
9068 Total										<u>\$103,089.31</u>
9069	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$169.63
9069	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$18.00
9069	CHRISTENSEN PARTS	E	01	005	810	000	000	350	Repairs Maint Serv	\$12.84
9069 Total										<u>\$200.47</u>
9070	PETTY CASH - ATHLETIC OFFICE	E	01	300	294	702	000	364		\$480.00
9070	PETTY CASH - ATHLETIC OFFICE	E	01	300	296	702	000	364		\$480.00
9070 Total										<u>\$960.00</u>
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$18.13
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$130.78
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$24.97
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$119.37
9071	SUPER ONE	E	04	500	585	000	332	401	General Supplies	\$94.12
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$73.10
9071	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$101.57
9071 Total										<u>\$562.04</u>
9072	ST LOUIS COUNTY ENVIRONMENTAL SERVICES	E	01	005	810	000	000	401	General Supplies	\$100.00
9072	ST LOUIS COUNTY ENVIRONMENTAL SERVICES	E	01	005	810	000	000	401	General Supplies	\$50.00
9072 Total										<u>\$150.00</u>
9073	US BANK EQUIPMENT FINANCE	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$2,498.00
9073 Total										<u>\$2,498.00</u>
9074	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$603.49
9074 Total										<u>\$603.49</u>
9075	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	334		\$220.85
9075	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	333		\$40.40
9075	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332		\$83.65
9075 Total										<u>\$344.90</u>
9076	NEXTERA COMMUNICATIONS	E	04	500	505	000	321	320		\$36.59
9076	NEXTERA COMMUNICATIONS	E	03	005	760	000	720	320		\$73.17

9076	NEXTERA COMMUNICATIONS	E	02	005	770	000	701	320		\$36.59
9076	NEXTERA COMMUNICATIONS	E	01	302	810	000	000	320		\$36.59
9076	NEXTERA COMMUNICATIONS	E	01	300	211	000	000	320		\$73.17
9076	NEXTERA COMMUNICATIONS	E	01	117	810	000	000	320		\$36.59
9076	NEXTERA COMMUNICATIONS	E	01	112	203	000	000	320		\$36.59
9076	NEXTERA COMMUNICATIONS	E	01	005	810	000	000	320		\$411.57
9076	NEXTERA COMMUNICATIONS	E	01	005	606	000	000	320		\$137.20
9076	NEXTERA COMMUNICATIONS	E	01	005	020	000	000	320		\$36.59
9076 Total										<u>\$914.65</u>
9077	A-1 SERVICES INC	E	01	005	810	000	000	401	Portal rental 3 toilettes football season	\$351.00
9077 Total										<u>\$351.00</u>
9078	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	Command Poster Strips, Damage Free Hanging	\$9.06
9078	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	Freight	\$5.99
9078	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	MIKEDE 25 LB Magnetic Hooks, Perfect for Crui	\$16.99
9078	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	Freight	\$5.99
9078 Total										<u>\$38.03</u>
9079	BAYADA HOME HEALTH CARE INC	E	01	005	404	000	740	399	JENSEN	\$926.25
9079	BAYADA HOME HEALTH CARE INC	E	01	005	404	000	740	399	JENSEN	\$308.75
9079 Total										<u>\$1,235.00</u>
9080	CENTURY LINK	E	01	005	605	000	311	320	PHONE	\$102.37
9080	CENTURY LINK	E	01	005	605	000	311	320	PHONE	\$102.37
9080 Total										<u>\$204.74</u>
9081	COLLINS ELIZABETH	E	01	302	296	706	000	305	OFFICIAL	\$100.00
9081	COLLINS ELIZABETH	E	01	302	296	706	000	305	OFFICIAL	\$100.00
9081 Total										<u>\$200.00</u>
9082	CULLIGAN WATER CONDITIONING	E	01	005	810	000	000	335	FY23 Monthly Unit Rental	\$39.00
9082 Total										<u>\$39.00</u>
9083	CW TECHNOLOGY	E	01	005	605	000	000	434	CW Cloud AntiVirus for 31 computers in Octobe	\$46.50
9083	CW TECHNOLOGY	E	01	005	605	000	000	434	CW Cloud AntiVirus for 31 computers in Septen	\$46.50
9083 Total										<u>\$93.00</u>
9084	DAHLHEIMER BEVERAGE	E	01	302	810	000	000	410	Cooler rental	\$4.00
9084 Total										<u>\$4.00</u>
9085	DALCO	E	01	112	810	000	000	410	cleaning supplies	\$837.74
9085 Total										<u>\$837.74</u>
9086	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	87 unleaded	\$1,736.98
9086	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	Mn road tax	\$143.98
9086	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	diesel fuel	\$9,624.56
9086	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	Mn road tax	\$571.34
9086 Total										<u>\$12,076.86</u>
9087	ESKO VOLLEYBALL	E	01	302	296	704	000	369	ENTRY	\$150.00
9087 Total										<u>\$150.00</u>
9088	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332	UTILITIES	\$1,043.00
9088	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$1,706.05
9088	EVELETH PUBLIC UTILITIES	E	01	101	810	000	000	330	UTILITIES	\$467.90
9088	EVELETH PUBLIC UTILITIES	E	03	005	760	000	720	330	UTILITIES	\$120.55
9088	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$112.55
9088	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$50.90
9088 Total										<u>\$3,500.95</u>
9089	FERGUSON ENTERPRISES LLC #1657	E	01	005	810	000	000	401	water filters	\$265.32
9089 Total										<u>\$265.32</u>
9090	GILBERT WATER & LIGHT DEPT	E	01	005	810	000	000	332	UTILITIES	\$49.14
9090	GILBERT WATER & LIGHT DEPT	E	03	005	760	000	720	330	UTILITIES	\$530.46
9090	GILBERT WATER & LIGHT DEPT	E	01	100	810	000	000	330	UTILITIES	\$1,154.54

9090	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$986.58
9090	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$334.45
9090	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$114.35
9090 Total										<u>\$3,169.52</u>
9091	GRANDE ACE HARDWARE	E	03	005	760	000	720	401	Fasteners	\$4.49
9091	GRANDE ACE HARDWARE	E	01	116	810	000	000	350	Hangers and anchors	\$6.64
9091	GRANDE ACE HARDWARE	E	01	116	810	000	000	410	drain opener	\$17.98
9091	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	supplies	\$43.98
9091	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	plumbers putty	\$25.89
9091	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	shoves and scrapers	\$140.56
9091 Total										<u>\$239.54</u>
9092	HEITZMAN RICK	E	03	005	760	000	720	442	EMP EXP	\$9.18
9092 Total										<u>\$9.18</u>
9093	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	vac brush	\$63.56
9093	HILLYARD / HUTCHINSON	E	01	005	810	000	000	350	shipping	\$6.89
9093 Total										<u>\$70.45</u>
9094	ISD #318	E	01	302	296	706	000	369	ENTRY	\$100.00
9094	ISD #318	E	01	302	296	704	000	369	ENTRY	\$150.00
9094 Total										<u>\$250.00</u>
9095	KY INTERPRETING SERVICES INC	E	01	100	405	000	740	399	INTERPRETING SERVICES	\$5,740.00
9095 Total										<u>\$5,740.00</u>
9096	L & M SUPPLY INC	E	01	005	810	000	000	420	gloves and tools	\$77.38
9096	L & M SUPPLY INC	E	01	005	810	000	000	401	Air horn	\$9.99
9096 Total										<u>\$87.37</u>
9097	LALONDE LORI	E	01	005	640	000	316	366	EMP EXP	\$83.15
9097 Total										<u>\$83.15</u>
9098	MANNI SCOTT	E	01	005	640	000	316	366	MILEAGE	\$430.00
9098 Total										<u>\$430.00</u>
9099	MEDICAREBLUE RX	E	01	005	810	000	796	291	RETIREE INSURANCE	\$599.37
9099	MEDICAREBLUE RX	E	01	100	203	000	796	291	RETIREE INSURANCE	\$599.37
9099	MEDICAREBLUE RX	E	01	301	211	000	796	291	RETIREE INSURANCE	\$765.86
9099 Total										<u>\$1,964.60</u>
9100	METRO SALES INC	E	01	101	203	000	000	386	#118611 C326RB00747	\$60.00
9100	METRO SALES INC	E	01	101	203	000	000	386	#110328 W865LA00209	\$222.00
9100	METRO SALES INC	E	01	302	211	000	000	386	#107595 W885L60026	\$223.94
9100	METRO SALES INC	E	01	005	105	000	000	386	#105156 W865L200411	\$29.93
9100 Total										<u>\$535.87</u>
9101	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$439.64
9101 Total										<u>\$439.64</u>
9102	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$203.38
9102	MN ENERGY RESOURCES CORP	E	01	005	810	000	000	440	UTILITIES	\$81.67
9102 Total										<u>\$285.05</u>
9103	MN TELECOMMUNICATIONS	E	01	005	605	000	311	320	TECH	\$10,510.89
9103 Total										<u>\$10,510.89</u>
9104	NEXTERA COMMUNICATIONS	E	01	005	105	000	000	320	PHONE	\$672.83
9104 Total										<u>\$672.83</u>
9105	NORTHERN MN DENTAL INC	B	01	215	002				DENTAL INSURANCE	\$4,357.20
9105 Total										<u>\$4,357.20</u>
9106	PBBS EQUIPMENT CORPORATION	E	01	005	810	000	000	350	Labor	\$3,098.75
9106	PBBS EQUIPMENT CORPORATION	E	01	005	810	000	000	350	parts	\$908.28
9106 Total										<u>\$4,007.03</u>
9107	PERKO MAXINE	E	01	005	640	000	316	366	EMP EXP	\$649.98
9107 Total										<u>\$649.98</u>

9108	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	parts and supplies	\$542.35
9108 Total										<u>\$542.35</u>
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	VAc bags	\$71.88
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	garbage bags	\$370.10
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Large can liners	\$634.40
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	tri fold towels	\$222.30
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	toilet bowl cleaner	\$74.10
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Glass cleaner	\$84.34
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	soap	\$312.15
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Apron	\$17.69
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Hairnets	\$24.69
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Apron	\$15.76
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Hairnets	\$475.37
9109	RANGE PAPER CORPORATION	E	01	005	810	000	000	410	Credit	\$459.00
9109 Total										<u>\$2,761.78</u>
9110	RIFTON EQUIPMENT	E	01	101	420	000	740	433	R340-Compass Chair Size 4	\$303.75
9110	RIFTON EQUIPMENT	E	01	101	420	000	740	433	R342-seatbelt for compass chair size 4 & 5	\$31.50
9110	RIFTON EQUIPMENT	E	01	101	420	000	740	433	R316 Stability Feet for Compass Chair	\$47.25
9110 Total										<u>\$382.50</u>
9111	SCHMITT MUSIC CENTER	E	01	116	258	000	000	430	Accent on Achievement Conductor Score Book	\$103.98
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	RJC10MD Lavoz Alto Sax Medium	\$22.09
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	RKA1020 Rico Tenor Sax Reeds	\$29.74
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	RCA1020 Rico Clarinet Reeds	\$16.99
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	2955B Selmer polishing cloth	\$10.18
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	SSRBKSW Neotech soft sax strap	\$28.88
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	CSXLBKSW Neotech Sax Strap XL	\$19.34
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	00-17088 Accent on Achievement Tenor Sax 1	\$7.99
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	00-17081 Accent on Achievement Flute 1	\$7.99
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	00-17084 Accent on Achievement Clarinet 1	\$7.99
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	350	3 Silver Gemeinhardt Flute Crowns	\$32.28
9111	SCHMITT MUSIC CENTER	E	01	302	259	000	000	430	SB1S Erasers earplugs small HiFi earplugs	\$44.99
9111 Total										<u>\$332.44</u>
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	VELCRO Brand HANGables Removable Wall Fas	\$0.00
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	VELCRO Brand HANGables Removable Wall Fas	\$14.08
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Paper Mate Flair Felt Tip Pens, Assorted Color:	\$37.12
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	SI Manufacturing Place Value Board with Acces	\$29.98
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Key Education Big Box of Easy-to-Read Words G	\$32.92
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Learning Resources Pop For Letters Game, 100	\$17.62
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Learning Resources Pop For Blends Game, Ages	\$17.62
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Learning Resources Sight Words Swat Game, A	\$23.09
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Surebonder Dual Temp Cordless/Corded Glue G	\$15.89
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Didax CVC Spelling Board Games #: 1433352	\$44.92
9112	SCHOOL SPECIALTY LLC	E	01	101	203	000	000	401	Junior Learning Ten Frame Towers Game #: 15:	\$31.04
9112 Total										<u>\$264.28</u>
9113	SCHROEDER ALICIA	E	01	005	640	000	316	366	MILEAGE	\$430.00
9113	SCHROEDER ALICIA	E	01	005	640	000	316	366	MEALS	\$39.79
9113 Total										<u>\$469.79</u>
9114	SECTION 7A	E	01	302	298	000	000	369	ENTRY	\$100.00
9114 Total										<u>\$100.00</u>
9115	SHERWIN WILLIAMS	E	01	005	810	000	000	401	field paint	\$49.52
9115	SHERWIN WILLIAMS	E	01	005	810	000	000	401	field paint	\$198.07
9115 Total										<u>\$247.59</u>

9116	SUPER ONE	E	01	005	810	000	000	401	Cake for Karen	\$43.98
9116	SUPER ONE	E	04	500	570	000	321	401	Bearcare Snacks	\$113.08
9116 Total										<u>\$157.06</u>
9117	TENNIS WAREHOUSE	E	01	302	296	705	000	430	Penn Tour Extra Duty Tennis Balls 24 Can Case	\$424.75
9117	TENNIS WAREHOUSE	E	01	302	296	705	000	430	Freight	\$29.75
9117 Total										<u>\$454.50</u>
9118	TRIMBLE KAREN	E	03	005	760	000	720	366	MILEAGE	\$84.00
9118 Total										<u>\$84.00</u>
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	Garbage bags	\$326.00
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	005	810	000	000	410	cleaning supplies	\$1,294.31
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	recycling Bins	\$261.00
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	cleaning supplies	\$916.30
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	white pads	\$25.09
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	red pads	\$79.74
9119	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	supplies	\$994.49
9119 Total										<u>\$3,896.93</u>
9120	VAKE KATHLEEN	E	01	302	296	704	000	305	OFFICIAL	\$164.00
9120 Total										<u>\$164.00</u>
9121	LEHMAN APRIL	R	01	005	000	000	000	099	10.31.22 payroll	\$443.28
9121 Total										<u>\$443.28</u>
290648	PAYROLL 10/31/22									\$962,515.41
	OASDI									\$57,300.57
	MEDICARE									\$13,533.44
	PERA									\$22,168.36
	TRA									\$51,712.45
	TSA MATCH									\$4,464.14
TOTAL DISBURSEMENTS & PAYROLL										<u>\$7,663,671.90</u>

Seconded by

that the above resolution be adopted.

Resolution adopted November 14, 2022.

Clerk

Chairperson

Julie Holien

October 31, 2022

Ms. Shanon Kush-Jeffery
ECFE Coordinator

Dear Shanon,

I have been enthused about ECFE since I started teaching in the program over 30 years ago. It is a valuable program that has many benefits to families. As the program has evolved over the years and gained more recognition and funding, programs around the state of Minnesota are truly making a difference in communities. I would be thrilled to be part of a program again.

I taught ECFE parent education in 3 school districts quite a few years ago, and then went back into the classroom teaching in St Louis County for over 30 years. I have recently retired and would like to be considered for this part time position of Parent Educator in ISD#2909.

Sincerely,

Julie Holien

Saturday April 22nd, 2023

7:00am	Depart Virginia, Door 8 <i>*rest stop in Hinkley</i>	
11:00am	Arrive Mall of America	Lunch on own at Mall
3:00pm	Depart Mall of America	
3:30pm	Check in to Hotel	
	Hampton Inn and Suites, Minneapolis/Downtown 19 N 8th St. Minneapolis, MN 55403 612-341-3333	
4:15pm	Depart for Evening <i>*walking for remainder of night</i>	
4:30pm	Arrive at Cowboy Jacks for dinner	Dinner on own
6:15pm	Depart for Target Field	
7:10pm	Twins Game begins	Food voucher included
	After game, return to hotel	

Sunday April 23rd

8:00am	Breakfast at hotel <i>*check out of hotel</i>	
9:30am	Depart for Science Museum (20 min. drive) <i>*IMAX movie included</i>	Lunch on own
1:30pm	Depart for Mill City Museum (20 min. drive)	
4:00pm	Return to bus Change	
4:30pm	Arrive to Buca Di Beppo (10 min. drive)	Dinner on own
6:30pm	Arrive at theatre	
7:00pm	Hamilton begins	
10:00pm	Depart for home <i>*rest stop along the way</i>	
1:00am	Return to VHS, Door 8	

Virginia High School Choir Department
2023 Senior Trip
St. Paul/Minneapolis, MN

Financial Information

The total cost of the trip is \$380.00 per traveler.

Each traveler is responsible for paying their share of the trip cost.

Students will have the opportunity to raise money through a few fundraisers during the school year.

There are 25 students and 6 adults traveling on the trip.

There is no cost to the district for the trip. No subs are needed since the trip is only on the weekend.

9th Grade Course Offerings

Required Courses (4)	Electives (3)										
Exploring literature and Professional Speaking (1.0)	Industrial Tech.	Math	Music	Phy Ed.	FACS	Art	World Language	Health	Reach	AVID	Business
Algebra 1 or Honors Geometry (1.0)	Industrial Technology (.5)	Exploring Math in the Trades (.5)	Band (1.0)	General PE (.5)	Foods and Nutrition (.5)	General Art (.5)	Spanish (1.0)	Personal Health Studies (.5)	Reach 9 (1.0)	AVID 9 (1.0)	Intro to Business (.5)
Earth Science (1.0)	Industrial Technology II (.5)		Choir (1.0)	Strength and Conditioning (.5)	Textile Design and Production (.5)	Drawing (.5)	German (1.0)				
Career Exploration (0.5) (S1)	Small Engines (.5)		Orchestra (1.0)	Everyday Fitness (.5)		Ceramics (.5)	Introduction to World Languages (.5)				
Social Studies Foundations 9 (0.5) (S2)	Robotics 1 (.5)			Individual/Dual Sports/Racket Sports (.5)		Painting (.5)					
	Robotics 2 (.5)						Sculpture (.5)				
						Jewelry and Metals (.5)					
						Stained Glass (.5)					
						Photography (.5)					
						Cartoon Animation (.5)					
						Web Design & Info Graphics (.5)					
						Printmaking (.5)					
						Art through Culture & History (.5)					
						Music and Art Comparisons (.5)					



Rock Ridge Public
Schools
1405 Progress

Adopted: September 28, 2020

Revised: _____

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at

which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.

- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to this policy manual, and a copy shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: ~~410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; 722 Public Data Requests,~~ and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping

in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: Policy 305 (Policy Implementation)



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: _____

209 CODE OF ETHICS

[NOTE: A code of ethics establishes standards of conduct that members of a school board create and agree to follow. The principles and values embodied in this code of ethics prioritize board members' obligations to students, the district, and the community. As a written set of expectations, a code of ethics guides board members' decision making and behavior. This model policy offers a starting point for school boards as they create a code that establishes parameters for board member conduct that best serve their district. Minnesota law and rules of parliamentary procedure establish sanctions that a school board may choose to pursue.]

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.

7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics



Rock Ridge Public
Schools
1405 Progress

Adopted: September 28, 2020

Revised: _____

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with ~~Minn. Stat. Ch.~~ [Minnesota Statutes chapter 118A](#). Any school board member having said interest shall disclose that interest and the interest shall be entered upon the [school board](#) minutes of the school board. Disclosure ~~must shall~~ be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must need~~ only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only

newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board ~~must~~ shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member ~~must~~ shall file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only ~~where~~ when the school district has a population of 1,000 or less according to the last federal census.*)
6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed ~~\$8,000~~ 20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where at which~~ all school board members are present, that employment ~~must be is~~ immediately terminated and that school board member ~~will have~~ has no further rights to employment while serving as a school board member in the school district.

[Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]

- D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where when~~ the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order for~~ For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board ~~can~~ must hire or dismiss teachers only at duly called meetings. ~~Where~~ When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time

of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (~~Teacher Hiring, Dismissal Employment; Contracts; Termination~~)

Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)

Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)

Minn. Stat. § 471.89 (Contract, When Void)

Op. Atty. Gen. 437-A-4, March 15, 1935

Op. Atty. Gen. 90-C-5, July 30, 1940

Op. Atty. Gen. 90-A, August 14, 1957

Cross References: Policy 101 (Legal Status of the School Board)

Policy 209 (Code of Ethics)

~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Reviewed: January 10, 2022

Revised: _____

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 [U.S.C. § United States Code section](#) 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time

during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; (2) or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member’s child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs of a covered military member’s parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that

recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. “Veteran” has the meaning given in 38 [U.S.C. § United States Code section](#) 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

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

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

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

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

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

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

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

~~D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.~~

VI. OTHER

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

extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

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

VII. DISSEMINATION OF POLICY

- A. This policy A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law. *(If district chooses to drop annual review for this policy, this language will be removed.)*

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

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



Rock Ridge Public
Schools
1405 Progress

Adopted: September 28, 2020

Reviewed: January 10, 2022

Revised: _____

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of

repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

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

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

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

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

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

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

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

- ~~A F.~~ “Mandated ~~R~~eporters” means ~~any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated~~ a professional or professional’s delegate while engaged in education.
- ~~B G.~~ “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- ~~C H.~~ “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- ~~I.~~ Neglect also ~~includes means~~ the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by ~~Minn. Stat. §~~ Minnesota Statutes section 626.5572, Subd. 17.
- ~~H J.~~ “School personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- ~~I.~~ ~~“Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.~~
- ~~K.~~ “Vulnerable adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to provide adequately for the individual’s own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual’s self from maltreatment.

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy ~~shall~~ should appear in school personnel handbooks ~~where~~ as appropriate.

- B. The school district will develop a method of discussing this policy with employees ~~where~~ as appropriate.
- C. This policy ~~shall~~ should be reviewed at least annually for compliance with state law. *(If district chooses to drop annual review for this policy, this language will be removed.)*

Legal References: Minn. Stat. § 13.02 (~~Collection, Security, and Dissemination of Records~~ Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 32 (Crimes Against ~~the Person~~ Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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



Rock Ridge Public
Schools
1405 Progress

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416 DRUG AND ALCOHOL TESTING

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

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. ~~Therefore,~~ To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and ~~Minn. Stat. §§~~ Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

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

the provisions of this policy and as provided in ~~Minn. Stat. §§~~ Minnesota Statutes, sections 181.950-181.957.

- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, ~~regardless of~~ whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs ~~which that~~ are not medically prescribed, including medical cannabis, ~~regardless of~~ whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs ~~which that~~ are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline ~~which that~~ includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

A. General Statement of Policy

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

B. Definitions

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

except when made in connection with a qualified employee self-admission program.

2. “Alcohol Screening Device” (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle ~~which~~ that is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means ~~a designated school district representative authorized~~ an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process, ~~and to~~ . The DER receives test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
- ~~7~~ 8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
- ~~8~~ 9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
- ~~9~~ 11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.

- ~~10~~ 12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
- ~~11~~ 13. “Safety-Sensitive Functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
- ~~12~~ 14. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
- ~~13~~ 15. “Stand Down” means ~~to the practice of~~ temporarily removing an employee from performing safety-sensitive functions based only upon ~~after~~ a laboratory reports to the MRO of a confirmed positive test for a drug or drug

metabolite, an adulterated test, or a substituted test result but before the MRO completes the verification process.

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

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or drug controlled substance problem (the driver’s or a coworker’s); and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that ~~he or she has~~ the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until ~~he or~~ she the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which that prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

A driver shall inform ~~his or her~~ the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as

positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

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

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49

Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

23. Post-Accident Testing

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

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3.4. Random Testing

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

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal

chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4.5. Reasonable Suspicion Testing

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

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, ~~or~~ within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall

make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

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

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

- 7 8. Refusal to Submit and Attendant Consequences

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

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

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is

necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor

within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Essentia Health – Virginia, Minnesota, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

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

Basic records 5 years

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

Information obtained from previous employers 3 years

Collection records Alcohol and controlled substance collection procedures 2 years

Negative and cancelled ~~drug~~ controlled substance tests 1 year

Alcohol tests with less than 0.02 concentration 1 year

Education and training records indefinite

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

3. Personal Information

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

a. The name of the person tested;

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

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

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

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

i. Any on-duty alcohol use;

ii. Any pre-duty alcohol use;

iii. Any alcohol use following an accident; and

iv. Any controlled substance use.

- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

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

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

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

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

- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

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

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records

from the Clearinghouse and the information received pursuant to the request.

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

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

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria which participates in one of the programs listed in Minn. Stat. § Minnesota Statutes, section 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in **Minn. Stat. § Minnesota Statutes, section** 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug

and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample ~~according to the standards established under one of the programs by a testing laboratory that meets one of the criteria~~ listed in Minn. Stat. § Minnesota Statutes, section 181.953, Subd. subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.).
5. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in ~~Minn. Stat. §~~ Minnesota Statutes, section 181.953, ~~Subd.~~ subdivision 1.
6. “Random Selection Basis” means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

Any employee in a position that does not require a commercial driver’s license who refuses to undergo drug and alcohol testing in the circumstances

set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

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

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- ~~d.e.~~ Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide ~~him or her~~ the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under ~~Minn. Stat. § Minnesota Statutes, section~~ 181.953, ~~Subd. subdivision~~ 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result,

no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested,

the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in ~~his or her~~ the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. **POSTING**

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

- Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
[Minn. Stat. § 151.72 \(Sale of Certain Cannabinoid Products\)](#)
[Minn. Stat. § 152.01 \(Definitions\)](#)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
[Minn. Stat. § 176.011, subd. 16 \(Definitions; Personal Injury\)](#)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
[49 U.S.C. 31306a \(National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators\)](#)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
- Cross-References:*** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 417 (Chemical Use and Abuse)
Policy 418 (Drug-Free Workplace/Drug-Free School)



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

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417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, ~~toxic substances~~, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in the school setting in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. ~~The policy of this school district is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.~~
- C. ~~The Every~~ school ~~district that participates in a school district chemical abuse program~~ shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- ~~D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~
- ~~E~~ D. The school district shall establish ~~and maintain~~ a drug-free awareness program for its to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law.]

III. DEFINITIONS

- A. “Chemical abuse,” as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student’s minor’s normal function in academic, school, or social activities is chronically impaired.
- ~~B. “Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~
- ~~C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~
- ~~D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~
- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Instruction

- ~~1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.~~
- ~~2. Each school shall have age appropriate and developmentally based activities that:
 - ~~a. address the consequences of violence and the illegal use of drugs, as appropriate;~~
 - ~~b. promote a sense of individual responsibility;~~
 - ~~c. teach students that most people do not illegally use drugs;~~
 - ~~d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~
 - ~~e. teach students about the dangers of emerging drugs;~~
 - ~~f. engage students in the learning process; and~~
 - ~~g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~~~
- ~~3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

- ~~4. Each school shall disseminate drug and violence prevention information within the school and to the community.~~
- ~~5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~
- ~~6. Each school shall have drug and violence prevention activities that may include the following:
 - ~~a. Community wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~
 - ~~b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~
 - ~~c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~
 - ~~d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~
 - ~~e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~~~

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.
2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

B C. Reports of ~~Chemical Use and Abuse~~ Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. ~~In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:~~
 - a. ~~The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~
 - b. ~~The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~
 - c. ~~The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~
 - d. ~~The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~
 - e. ~~The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~
2. ~~If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:~~

- a. ~~The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~
- b. ~~The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

- 3 2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~ may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, ~~Minn. Stat. § Minnesota Statutes section~~ 121A.40-121A.56, and proposed for expulsion.
- 4 3. Searches by school district officials in connection with the ~~abuse, possession, or transfer, distribution, or sale of chemicals~~ of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

€ D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~have~~ establish a chemical abuse preassessment team designated by the superintendent or designee. The team ~~will~~ must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff ~~to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~ For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

Ð E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to ~~Minn. Stat. §~~ Minnesota Statutes section 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student

shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

- c. ~~This section shall govern~~ Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding provisions of the Records Management Act, Minn. Stat. § Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

~~E.F.~~ Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

~~F.~~ School and Community Advisory Team

- ~~1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~
- ~~2. The advisory team shall:
 - ~~a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~
 - ~~b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~~~

V. EMPLOYEES

- A. The ~~superintendent or designee shall undertake and maintain~~ school district shall establish a drug-free awareness ~~and prevention~~ program to inform employees, ~~students, and others~~ about:
1. The dangers ~~and health risks of chemical~~ drug abuse in the workplace/~~school~~.
 2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
 3. ~~Any~~ Available drug ~~or alcohol~~ counseling, ~~treatment~~, rehabilitation, ~~re-entry, and/or~~ and employee assistance programs ~~available to employees and/or students~~.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The ~~superintendent or designee~~ school district shall notify ~~any~~ federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction ~~of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (~~Records Management Act~~ Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis) Minn. Stat. § 299A.33 (DARE Program)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-716522 (~~Safe and Drug-Free Schools and Communities Act~~ Student Support and Academic Enrichment Grants)
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 416 (Drug and Alcohol Testing)
Policy 418 (Drug-Free Workplace/Drug Free School)
[Policy 419 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
Policy 506 (Student Discipline)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: _____

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of ~~controlled substances~~ alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and ~~alcohol~~ controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, ~~controlled substances, or~~ medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, ~~malt beverage, fortified wine, or other intoxicating liquor~~ containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

- ~~D.~~ “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.
- ~~C E.~~ “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; ~~or~~ (4) combustion with use of dried raw cannabis; or (5) any other method, excluding smoking, approved by the commissioner.
- ~~D.~~ “Toxic substances” includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- ~~E.~~ “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- ~~H.~~ “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- ~~I.~~ “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of ~~Minn. Stat.~~ § Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

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

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

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of ~~Minn. Stat. § Minnesota Statutes section~~ 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

- 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products).
- 2. The Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service, which may be provide by school based mental health services providers; and/or ~~referral~~ to law enforcement officials when appropriate.
- 4 3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

- 1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in

writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
[Minn. Stat. § 121A.40-§ 121A.56 \(Pupil Fair Dismissal Act\)](#)
[Minn. Stat. § 151.72 \(Sale of Certain Cannabinoid Products\)](#)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
[Minn. Stat. § 340A.101 \(Definitions; Alcoholic Beverage\)](#)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (~~Sale of Toxic Substances to Children~~; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-716522 (~~Safe and Drug-Free Schools and Communities Act Student Support and Academic Enrichment Grants~~)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 416 (Drug and Alcohol Testing)
Policy 417 (Chemical Use and Abuse)
[Policy 419 \(Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
Policy 506 (Student Discipline)
Policy 516 (Student Medication)



Rock Ridge Public
Schools
1405 Progress

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524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

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

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok”, “Reddit,” and similar websites or applications.
 7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school

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

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

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statute Chapter 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in

compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.

- b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
- 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
 - 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

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

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

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

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

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

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

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

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

XIV. SCHOOL-ISSUED DEVICES

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

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

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

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

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

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

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

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

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

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

XHVI. IMPLEMENTATION; POLICY REVIEW

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
[Minn. Stat. § 13.32 \(Educational Data\)](#)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
[Minn. Stat. § 124D.166 \(Limit on Screen Time for Children in Preschool and Kindergarten\)](#)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ____, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

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



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: _____

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

~~A.~~ The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV.B. District Advisory Committee

A. The school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

C. The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

D. The district may establish site teams as subcommittees of the district advisory committee.

E. The district advisory committee shall recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,

2. district assessments,

3. means to improve students' equitable access to effective and more diverse teachers, and

4. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. School Site Team

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. Curriculum Development Process

~~A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.~~

EA. Within the ongoing process of curriculum development, the following needs shall be addressed:

1. Provide for articulation of courses of study from kindergarten through grade twelve.
2. Identify minimum objectives for each course and at each elementary grade level.

3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
4. Provide a program for ongoing monitoring of student progress.
5. Provide for specific, particular, and special needs of all members of the student community.
6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
8. Meet all applicable requirements of the Minnesota Department of Education and federal law.

DB. 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. 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. See Minn. Stat. § 120B.12, Subd. 2.

EC. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minn. Stat. § 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.

FD. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

GE. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)

Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501. ~~0800-3501.0815~~ 0820(Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: Policy 604 (Instructional Curriculum)
Policy 605 (Alternative Programs)
Policy 613 (Graduation Requirements)
Policy 614 (School District Testing Plan and Procedure)
Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
Policy 616 (School District System Accountability)
~~Policy 617 (School District Insurance of Preparatory and High School Standards)~~
Policy 618 (Assessment of Student Achievement)
Policy 619 (Staff Development for Standards)
Policy 620 (Credit for Learning)
Policy 623 (Mandatory Summer School Instruction)



Rock Ridge Public
Schools
1405 Progress

Adopted: September 28, 2020

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708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in ~~Minn. Stat. §~~ Minnesota Statutes sections 123B.88 and § 123B.92 when applicable. ~~(Minn. Stat. § 123B.86, Subd. 1)~~
- B. Upon the request of a parent or guardian, the school district ~~shall~~ must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation ~~shall~~ must be provided whether ~~there is~~ or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. ~~(Minn. Stat. § 123B.86, Subd. 2(a))~~
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. ~~(Minn. Stat. § 123B.86, Subd. 2(b))~~

- D. The school district ~~shall~~ must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (~~Minn. Stat. § 123B.44, Subd. 1~~)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies. (~~Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a~~)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district ~~where~~ when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district ~~shall~~ must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (~~Minn. Stat. § 125A.18~~)
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to

parents who transport their own child under a contract with the school district. (~~Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1~~)

- C. ~~Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)~~

Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.

- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

- D. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the ~~alternative dispute resolution and~~ due process procedures provided for in Minn. Stat. Ch. Minnesota Statutes Chapter 125A. (Minn. Rules Part 7470.1600, Subd. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students (Policy 707) shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (~~Compliance by Nonpublic and Charter School Students~~ School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)

Minn. Stat. Ch. 125A (~~Children With a Disability~~ Special Education and Special Programs)

Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)

Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)

Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)

Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288

Minn. 1996, 179 N.W.2d 146 (Minn. 1970)

Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)

Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)

Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)

Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)

Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)

Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)

Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)

Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: Policy 707 (Transportation of Public School Students)
Policy 709 (Student Transportation Safety Policy)



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

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709 STUDENT TRANSPORTATION SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must

receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by ~~Minn. Stat. §~~ [Minnesota Statutes section](#) 169.446, ~~Subd.~~ [subdivision](#) 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 - 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 - 2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation, or horseplay.
 - j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning

2nd offense – 3 school-day suspension from riding the bus

3rd offense – 5 school-day suspension from riding the bus

4th offense – 10 school-day suspension from riding the bus/meeting with parent

Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning

- 2nd offense – 5 school-day suspension from riding the bus
- 3rd offense – 10 school-day suspension from riding the bus
- 4th offense – 20 school-day suspension from riding the bus/meeting with parent
- 5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school

bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the

bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in ~~Minn. Stat. §~~ Minnesota Statutes section 169.011, ~~Subd. subdivision~~ 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;

- (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in “park” during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under ~~Minn. Stat. § Minnesota Statutes section~~ 122A.18, subdivision 8, or ~~Minn. Stat. § Minnesota Statutes section~~ 123B.03 for school district employees; ~~Minn. Stat. § Minnesota Statutes section~~ 144.057 or ~~Minn. Stat. Ch. Minnesota Statutes chapter~~ 245C for day care employees; or ~~Minn. Stat. § Minnesota Statutes section~~ 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by

~~Minn. Stat. §~~ Minnesota Statutes section 171.321, subdivision 2.

- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under ~~Minn. Stat. §~~ Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by ~~Minn. Stat. §~~ Minnesota Statutes section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under ~~Minn. Stat. §~~ Minnesota Statutes 609.02, of violating ~~Minn. Stat. §~~ Minnesota Statutes section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under ~~Minn. Stat. §~~ Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in ~~Minn. Stat. §~~ Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under ~~Minn. Stat. §~~ Minnesota Statutes section 609.02, of a moving offense in violation of ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
- j. Students riding the type III vehicle must have training required under ~~Minn. Stat. §~~ Minnesota Statutes section 123B.90, Subd. 2 (See Section II.B., above).
- k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other

entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under ~~Minn. Stat. §~~ [Minnesota Statutes section](#) 169.451.
3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by ~~Minn. Stat. §~~ [Minnesota Statutes section](#) 171.321, subdivision 2.
 - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in ~~Minn. Stat. §~~ [Minnesota Statutes section](#) 171.02, subdivisions 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Pre-school Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

- g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
3. A school bus operated under this section must bear a current certificate of inspection.
4. The word “School” on the front and rear of the bus must be covered by a sign that reads “Activities” when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student’s name and address;
 2. the nature of the student’s disabilities;
 3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required ~~Minn. Stat. §~~ [Minnesota Statutes section](#) 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (~~Driving Training Programs~~ Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses) Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of ~~Conviction for~~ Violation by a Commercial Driver)
Minn. Stat. § 171.169 (~~Notice of Commercial License Suspension~~ Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)

Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards;
Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
[49 C.F.R. § 383.51 \(Disqualification of Drivers\)](#)

Cross References: Policy 416 (Drug and Alcohol Testing) MSBA/MASA
Policy 506 (Student Discipline)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 707 (Transportation of Public Students)
Policy 708 (Transportation of Nonpublic Students)
Policy 710 (Extracurricular Transportation)



Rock Ridge Public
Schools
1405 Progress

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721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 [C.F.R. § Code of Federal Regulations section 200.101](#) (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as

described in 2 ~~C.F.R.~~ Code of Federal Regulations section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of ~~C.F.R.~~ Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 ~~C.F.R.~~ Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

E. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 ~~C.F.R.~~ Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).

[Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
 5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
 - G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 ~~C.F.R.~~ [§ Code of Federal Regulations section 200.431](#) (Compensation - Fringe Benefits).
 - H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 ~~C.F.R.~~ [§ Code of Federal Regulations section 200.431\(g\)](#) for retirees and their spouses, dependents, and survivors.
 - I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
 - J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
 - K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
 - L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would

arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the

following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
- d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 ~~C.F.R.~~ §§ Code of Federal Regulations sections 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. "Omni Circular" or "2 ~~C.F.R.~~ Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 ~~C.F.R.~~ Code of Federal Regulations Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and

22. Travel costs.

D. Costs Forbidden by Federal Law. 2 ~~C.F.R.~~ Code of Federal Regulations Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 ~~C.F.R.~~ § Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative

leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § Code of Federal Regulations 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and

3. Only temporary during the travel period.

Legal References: 2 C.F.R. § 200.12 (Definitions: Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance——
Financial Reporting)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

Cross References: Policy 208 (Development, Adoption, and Implementation of Policies)
Policy 210 (Conflict of Interest – School Board Members)
Policy 210.1 (Conflict of Interest – Charter School Board Members)
Policy 412 (Expense Reimbursement)
Policy 701 (Establishment and Adoption of School District Budget)
Policy 701.1 (Modification of School District Budget)
Policy 702 (Accounting)
Policy 703 (Annual Audit)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:

- a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
 - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

- a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)

Minn. Stat. § 123B.09, Subd. 10 (~~Publishing Proceedings~~ Boards of Independent School Districts)

Minn. Stat. § 123B.14, Subd. 7 (~~Record of Meetings~~ Officers of Independent School Districts)

Minn. Stat. § 331A.01 (Definition)

Minn. Stat. § 331A.05, Subd. 8 (~~Notice Regarding Published Summaries~~ Form of Public Notices)

Minn. Stat. § 331A.08, Subd. 3 (~~Publication of Proceedings~~ Computation of Time)

Op. Atty. Gen. 161-a-20, December 17, 1970

Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:

Policy 205 (Open Meetings and Closed Meetings)

MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The school board embraces ~~the philosophy of openness~~ accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficiency ~~in~~ administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting ~~the~~ an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum ~~or more of school board~~ members - of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

- A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at ~~its primary~~ the school district offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. ~~This notice shall be posted and mailed or delivered at least three days before the date of the meeting.~~ As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment ~~of the school board~~, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are

satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Meetings during Pandemic or Declared Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. Minnesota Statutes chapter 12, a meeting may be conducted by telephone or ~~other electronic~~ interactive technology ~~means~~ in compliance with Minn. Stat. § Minnesota Statutes section 13D.021.

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minn. Stat. § Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose, ~~and~~ The journal ~~shall be available or any other minutes used to record votes of a meeting must be open~~ to the public during all normal business hours at the school district's administrative offices ~~of the school district~~.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data Open Meetings and Data

1. Meetings may not be closed ~~merely because the to discuss~~ data ~~to be discussed that~~ are not public data, except as provided under Minnesota law.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA).
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions meetings, and hearings between the school board and its employees or their respective representatives are public meetings. These Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e. for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on ~~the~~ dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § Minnesota Statutes section 13D.05, ~~Subd. 2~~, to discuss educational or certain other nonpublic data.
- e. A ~~closed~~ meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

- a. Any portion of a meeting must be closed if the following types of data are discussed:
 - a1. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
 - b2. active investigative data collected or created by a law enforcement agency;
 - e3. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
 - d4. an individual's personal medical records.
- eb. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing Exclusion and Expulsion Procedures~~)
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond License and Degree Exemption for Head Coach~~)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing Employment; Contracts; Termination~~)
Minn. Stat. § 179A.14, Subd. 3 (~~Labor Negotiations Negotiation Procedures~~)
Minn. Rules Part 5510.2810 (~~Bureau of Mediation Services Petition for Mediation~~)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)

Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)

Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)

[Dept. of Admin. Advisory Op. No. 21-003 \(April 19, 2021\)](#)

[Dept. of Admin. Advisory Op. No. 21-002 \(January 13, 2021\)](#)

[Dept. of Admin. Advisory Op. No. 19-012 \(October 24, 2019\)](#)

Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)

Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)

Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)

Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)

Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)

Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)

Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)

Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)

Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)

Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)

Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:

Policy 204 (School Board Meeting Minutes)

Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Policy 207 (Public Hearings)

Policy 406 (Public and Private Personnel Data)

Policy 515 (Protection and Privacy of Pupil Records)

MSBA [Service Manual, Chapter 13, School](#) Law Bulletin “C” (Minnesota’s Open Meeting Law)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school ~~board~~ district policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school board policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: Policy 208 (Development, Adoption, and Implementation of Policies)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. ~~In order to~~ To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies ~~which~~ that also apply to employees:

~~Policy 102 — Equal Educational Opportunity~~

~~Policy 103 — Complaints — Students, Employees, Parents, Other Persons~~

~~Policy 206 — Public Participation in School Board Meetings/Complaints about Persons at School~~

~~Board Meetings and Data Privacy Considerations~~

~~Policy 211 — Criminal or Civil Action Against School District, School Board Member, Employee, or Student~~

~~Policy 305 — Policy Implementation~~

Policy 505 Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees

Policy 507 Corporal Punishment

Policy 510 Student Activities

Policy 511 Student Fundraising

Policy 517 Student Recruiting

Policy 518 DNR-DNI Orders

Policy 519 Interviews of Students by Outside Agencies

Policy 524 Internet Acceptable Use and Safety Policy

Policy 525 Violence Prevention

Policy 535 Service Animals in Schools

~~Policy 610 — Field Trips~~

~~Policy 710 — Extracurricular Transportation~~

~~Policy 711 — Video Recording on School Buses~~

~~Policy 712 — Video Surveillance Other Than on Buses~~

~~Policy 802 — Disposition of Obsolete Equipment and Material~~

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 27, 2020

Revised: _____

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children with disabilities~~ the pupil to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers’ exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers’ exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of ~~“Direct Services,” “Indirect Services,” “Teacher,” and “Workload”~~)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
Policy 608 (Instructional Services – Special Education)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
 - 1. Clothing appropriate for the weather.
 - 2. Clothing that does not create a health or safety hazard.
 - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
 - 1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
 - 2. Clothing bearing a message that is lewd, vulgar, or obscene.
 - 3. Apparel promoting products or activities that are illegal for use by minors.
 - 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.
 - 5. Any apparel or footwear that would damage school property.

- D. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (~~i.e.g.~~, student undergoing chemotherapy, medical situations, student religious practice or belief).
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. “Gang,” as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. “Pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

- A. When, in the judgment of the administration, a student’s appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, ~~89 S.Ct. 733, 21 L.Ed.2d 731~~ (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: Policy 413 (Harassment and Violence)
Policy 506 (Student Discipline)
Policy 525 (Violence Prevention)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 27, 2020

Revised: _____

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect **disabled** students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. **Disabled** students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact the special education director. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: ~~Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)~~
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: Policy 402 (Disability Nondiscrimination)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

523 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in the school district's policies are applicable to students as well as to employees. ~~In order to~~ To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies ~~which~~ that also apply to students:

~~Policy 102 — Equal Educational Opportunity~~

~~Policy 103 — Complaints — Students, Employees, Parents, Other Persons~~

~~Policy 206 — Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations~~

~~Policy 211 — Criminal or Civil Action Against School District, School Board Member, Employee, or Student~~

~~Policy 305 — Policy Implementation~~

Policy 413 Harassment and Violence

Policy 417 Chemical Use and Abuse

Policy 418 Drug-Free Workplace/Drug-Free School

Policy 419 Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)

Policy 420 Students and Employees with Sexually Transmitted Infections and Diseases and

Certain Other Communicable Diseases and Infectious Conditions

~~Policy 511 — Student Fundraising~~

~~Policy 524 — Internet Acceptable Use and Safety Policy~~

~~Policy 525 — Violence Prevention~~

~~Policy 610 — Field Trips~~

~~Policy 613 — Graduation Requirements~~

~~Policy 614 — School District Testing Plan and Procedure~~

~~Policy 615 — Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504~~

~~Plans, and LEP Students~~

~~Policy 616 — School District System Accountability~~

~~Policy 707 — Transportation of Public School Students~~

~~Policy 708 — Transportation of Nonpublic School Students~~

~~Policy 709 — Student Transportation Safety Policy~~

~~Policy 710 — Extracurricular Transportation~~

~~Policy 711 — Video Recording on School Buses~~

~~Policy 712—Video Surveillance Other Than on Buses~~
~~Policy 801—Equal Access to School Facilities~~

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement ("Agreement") is entered into by and between Independent School District No. 2909, Rock Ridge Public Schools, a public school district duly and properly organized under the laws of the State of Minnesota (for ease of reference hereinafter referred to as the "District") and the First National Bank of Gilbert, a duly and properly organized bank entity with its main office located in Gilbert, Minnesota (for ease of reference hereinafter referred to as "FNBG").

RECITALS

A. **WHEREAS**, in a historic vote by the voters in the former Virginia School District and the Eveleth-Gilbert School District, the voters approved the consolidation of the two school districts into a new, single school district.

B. **WHEREAS**, the consolidation became effective on July 1, 2020, and the two former school districts have now consolidated into Independent School District No. 2909, Rock Ridge Public Schools.

C. **WHEREAS**, the newly consolidated District has embarked on a major facilities construction project based upon the recent consolidation and based upon the successful 2019 voter approved referendum to fund the construction of new school and extra-curricular facilities (hereinafter referred to as the "Project") in what is now the consolidated Rock Ridge School District.

D. **WHEREAS**, the Project includes the construction of a new high school campus. In addition to construction of a new, state-of-the-art high school building, the campus will include a new Activities Center and modern athletic facilities, including a new varsity track & field facility located within and adjacent to the new football stadium to be constructed on the campus.

E. **WHEREAS**, FNBG is a local banking institution that has been a longtime supporter of local schools, school activities and high school sports.

F. **WHEREAS**, FNBG is prepared to make a significant donation of money to the District, to be utilized in the construction of the Project.

G. **WHEREAS**, in appreciation for and recognition of FNBG's significant donation, the District will (i) have FNBG's full name and logo prominently displayed on the main sign identifying the new varsity track & field facility as the Steve Kerzie Legacy Track; and (ii) name the concession stand area in the new Activities Center in honor of FNBG.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the District and FNBG hereby agree as follows:

1. FNBG will donate \$100,000 to the District. FNBG will be making this donation in full to the District on or before October 1, 2022. The District will be free, at its discretion, to utilize these donated proceeds for any and all costs and expenditures related to the construction of the Project.

2. The District agrees that, upon completion of construction of the new Activities Center and adjacent concession stand area to be constructed and located at the new Rock Ridge High School campus, the concession stand area at the Activities Center will forever and in perpetuity be named in honor of the **"First National Bank of Gilbert."** The naming of the concession stand area at the Activities Center in honor of the **"First National Bank of Gilbert"** will be exclusive to FNBG. In addition, FNBG will be the only banking business that will have any signage, advertising or advertising visibility in the concession stand area at the Activities Center. The District

reserves and retains the right to allow other businesses or sponsors of high school or youth athletics, that are not banking businesses, to have advertising or advertising visibility at or around the concession stand area of the Activities Center as long as any such advertising, advertising visibility or related signage is less prominent than any signage for FNBG. The District also agrees to erect and maintain signage at the concession stand area in the Activities Center emphasizing, recognizing, and prominently identifying the facility in honor of the **"First National Bank of Gilbert"**, including a main sign in the exterior area around the concession stand in the Activities Center with the name **"First National Bank of Gilbert"** prominently displayed on the sign so that it will be clearly visible to students and patrons utilizing the Activities Center. The signage shall be consistent with, proportionate to, and no less prominent than, the signage used throughout the Project to identify and refer to other fields, stadiums, arenas, buildings, facilities or locations of similar size. Further, the FNBG corporate logo will be incorporated in any signage where there is sufficient space in any such signage to incorporate the logo. The final size and actual look of the signage for FNBG will be as mutually agreed upon between representatives of FNBG and the District.

3. In addition, the District agrees that, upon completion of construction of the new varsity track & field facility, which will have the name the Steve Kerzie Legacy Track, to be located at the new Rock Ridge High School campus, the District will have, forever and in perpetuity, FNBG's full name and logo prominently displayed on the main sign identifying the new varsity track & field facility as the Steve Kerzie Legacy Track. The final size and actual look of this signage for FNBG will be as mutually agreed upon between representatives of FNBG and the District. FNBG will be the only banking business that will have its name included on the main sign for the Steve

Kerzie Legacy Track. The District reserves and retains the right to allow other businesses or sponsors of high school or youth athletics, that are not banking businesses, to have advertising or advertising visibility on the main sign for the Steve Kerzie Legacy Track as long as any such advertising, advertising visibility or related signage is less prominent than any signage for FNBG.

4. FNBG acknowledges and agrees that the District reserves and retains all naming rights for all other athletic fields, stadiums, areas and facilities to be constructed as part of the Project.

5. Miscellaneous Provisions

a. Notices. The contact information for each party to this Agreement, for any notices or subsequent communications that may have to be sent or provided from one party to another regarding this Agreement or the implementation or administration of this Agreement, is as follows:

1. Rock Ridge Public Schools
Attn: Willie Spelts, H.R. & Fundraising Coordinator
411 5th Avenue South
Virginia, MN 55792
Phone: 218-410-3097 (work) or
218-290-1237 (cell)
2. First National Bank of Gilbert
Attn: Matt Uhan, President
2 North Broadway, PO Box 1000
Gilbert, MN 55741
Phone: (218) 741-7844

6. Complete Agreement.

This Agreement constitutes the entire and complete agreement between the parties with respect to the donation being made by FNBG to the District for the naming rights and any signage to be displayed in honor of FNBG at the new Rock Ridge High School campus.

7. Governing Law.

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the state of Minnesota and the parties consent to the exclusive jurisdiction and venue of the Minnesota State District Court, sited at the St. Louis County Courthouse in Virginia, Minnesota, for the resolution of any disputes that may arise regarding the interpretation, administration or enforcement of this Agreement.

8. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, under the present or future laws effective during the term of this Agreement, such provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

9. Amendments.

Any amendments to this Agreement must be in writing and must be approved and signed by both parties to this Agreement.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and beneficiaries.

**INDEPENDENT SCHOOL DISTRICT #2909
ROCK RIDGE PUBLIC SCHOOLS**

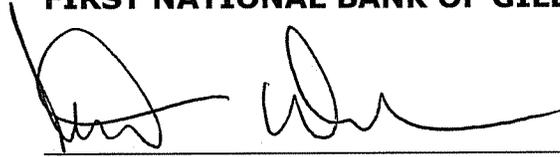
Dated: _____, 2022

By: _____
Dr. Noel Schmidt
Superintendent of Schools

By: _____
Tim Riordan
Chairperson, Board of Education

Dated: 10/27, 2022

FIRST NATIONAL BANK OF GILBERT

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and a long horizontal stroke extending to the right.

Matthew Uhan
President and authorized signatory on behalf of
the First National Bank of Gilbert



UNIVERSITY OF MINNESOTA

CLINICAL EXPERIENCE TEACHING AFFILIATION AGREEMENT

This Clinical Experience Affiliation Agreement is made this 21st day of October, 2022 (the "Agreement") by and between **Regents of the University of Minnesota Duluth campus College of Education and Human Service Professions (CEHSP)** (hereinafter referred to as ("University")) and the **ISD 2909, Rock Ridge Public Schools** (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its teacher candidates to complete clinical experiences in a school setting which may include field experience, student teaching, or practicum (the "Clinical Experience");

WHEREAS, the School District is able and willing to provide such Clinical Experience to the teacher candidates who meet appropriate requirements as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- A. *Selection of Teacher Candidates.* University will place with the School District only University students who are a part of its State of Minnesota approved teacher licensure program ("Teacher Candidates") and eligible for such placement under State, University, and school board guidelines and regulations.
- B. *Education of Teacher Candidates.* The University will be responsible for the classroom education of its Teacher Candidates which includes the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Expectations of Teacher Candidates During a Clinical Experience.* The University is responsible for communicating the program requirements and clinical experience expectations to the teacher candidates.
- D. *Background Check.* The University will require criminal background checks for Teacher Candidates and will inform Teacher Candidates that the School District may require additional background checks.
- E. *Cooperating Teacher Training.* The University will provide the cooperating teacher with the necessary information and training that addresses their role, program expectations, candidate assessments, procedures, and timelines.
- F. *Handling of Records and Data.* All records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all applicable state and federal laws.
- G. *Advising Teacher Candidates of Rights and Responsibilities.* The University will be responsible for advising the Teacher Candidate of their own responsibilities under this Agreement. The Teacher Candidate shall be advised of their obligations to abide by the policies and procedures of the School District, and should any Teacher Candidate fail to abide by any policy and/or procedure, he or she may be removed from the clinical experience or program.
- H. *Honorarium.* For and in consideration of the placement of a student teaching Teacher Candidate with School District, the University agrees to pay each cooperating/mentor teacher selected to guide the student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District. This section is not intended to provide an honorarium for pre-student teaching field experience placements. Any consideration for field experience placements will be discussed between the parties on a case-by-case basis. Nothing about this Agreement, including the University's payment of this honorarium, shall make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- A. *Establishment of Clinical Experiences.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University for Clinical Experience, professional development, and observations.
- B. *Policies of School District.* In advance of the Teacher Candidate's participation in the Clinical Experience, the School District shall provide directly to the Teacher Candidates all of the applicable district and school policies.
- C. *Cooperating Teacher Eligibility Requirements.* The School District agrees to provide cooperating teachers who will supervise Teacher Candidate activities during the Clinical Experience. School District represents any School District cooperating teacher selected to work with a Teacher Candidate will meet the following minimum requirements:
- i For student teaching and practicum, the cooperating teacher: (i) has at least three years of teaching experience as a teacher of record in the licensure area; (ii) holds a professional license aligned to the assignment; (iii) has completed, or is willing to complete, professional development in coaching strategies for adult learners; and (iv) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
 - ii For field experiences prior to student teaching, the cooperating teacher: (i) has at least two years of teaching experience; (ii) holds a Tier 2 license or professional license aligned to the assignment; and (iii) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
- D. *Status Change Notification.* The School District shall immediately notify the University if there is a change in the licensure status of any cooperating teacher providing supervision to any Teacher Candidate.
- E. *Vacancies.* The School District shall not replace any of its employees nor fill any vacancies normally filled by an employee with a Teacher Candidate assigned under this Agreement. For the avoidance of doubt, a Teacher Candidate shall not act as a substitute teacher if they are enrolled in an undergraduate teacher education program. Teacher candidates who are enrolled in post-baccalaureate or graduate teacher preparation programs, have previously earned a bachelor's degree, have an appropriate MN teaching license, have approval from their University liaison and School District, may serve as substitute teachers in their student teaching placement
- F. *Reporting of Teacher Candidate Progress.* The School District shall provide all information requested by the University on a Teacher Candidate's performance. If there are any Teacher Candidate evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- G. *Student Records.* The School District shall protect the confidentiality of Teacher Candidate records and data, whether such records or data are received from the University or the Teacher Candidate or are generated by the School as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Teacher Candidate unless required to do so by law or as dictated by the terms of this Agreement.
- H. *Background Check.* The School District shall communicate directly with the Teacher Candidate regarding any School District required criminal background checks that need to be completed prior to the start of the Clinical Experience. Any expense related to the criminal background checks will be the responsibility of the Teacher Candidate.

3. MUTUAL TERMS AND CONDITIONS

- A. *Number of Participating Teacher Candidates.* The parties will mutually agree upon the number of Teacher Candidates that shall be assigned to the School District for each Clinical Experience.
- B. *Removal of Noncompliant Teacher Candidate.* University may withdraw, suspend or terminate a Teacher Candidate for violations of the University's student code, academic deficiencies, behavioral violations, or other reasons subject to University policy, process, and procedures. The University liaison will notify the School District administrator promptly if a Teacher Candidate becomes suspended or withdraws from the teaching program or University. In cases where a teacher candidate's performance or conduct threatens the safety and welfare of students, visitors, or staff of the School District, the School District may suspend the teacher candidate's participation at the School District site(s). The School District administrator will consult with the University liaison before suspending a Teacher Candidate, except where consultation is not reasonably possible under the circumstances.

C. Termination of Placement. If a Teacher Candidate feels threatened, harassed, discriminated against, or unsafe as a result of Cooperating Teacher, or School District, conduct during the Clinical Experience, or Cooperating Teacher's conduct threatens the safety and welfare of Teacher Candidate or students of the School District, the University may suspend or terminate the placement of the Teacher Candidate with the Cooperating Teacher. In such case, the University liaison will promptly notify the School District administrator of the placement termination. In the case that a Cooperating Teacher leaves the School District, is suspended, or is terminated, the School District administrator will notify the University liaison promptly.

D. Term of Agreement. This term of this Agreement shall be five (5) years, commencing on 10/21/2022 and ending 10/21/2027.

E. Termination of Agreement. The University or the School District may terminate this Agreement for any reason upon thirty (30) days' written notice, with or without cause. Should the School District terminate this Agreement for reasons other than a material breach and prior to the completion of an academic semester, all Teacher Candidates enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.

F. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

G. Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the state courts located in Minneapolis, Minnesota.

H. Modification of Agreement. This Agreement shall only be modified in writing signed by both parties.

I. Relationship of Parties. The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties will not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. The Teacher Candidate is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the School District or University and neither party shall have responsibility for payment of workers' compensation benefits to the Teacher Candidate.

J. Liability & Insurance. Each party to this Agreement is responsible for the negligent acts and/or omissions of its own officers, Teacher Candidates, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Teacher Candidates for activities performed within the course and scope of their duties under this agreement. General liability coverage for Teacher Candidates is limited to bodily injury and property damage claims.

Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

K. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Regents of the University of Minnesota

By: _____

Name: Scott Carlson

Title: Associate Dean, CEHSP

Date:

By: _____

Name: Amy Hietapelto

Title: UMD Executive Vice Chancellor of
Academic Affairs

Date:

ISD 2909, Rock Ridge Public Schools

By: _____

Name:

Title:

Date:

Member _____ introduced the following resolution and called for its adoption:

**RESOLUTION CANVASSING RETURNS OF VOTES
OF SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 2909, Rock Ridge Public Schools, State of Minnesota as follows:

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

POLLYANN SORCAN	1,606 votes
MATHEW "CHIPPER" SJOBERG	1,508 votes
JOHN UHAN	1,924 votes
MIKE PARISEAU	1,189 votes
WRITE-IN	35 votes

3. JOHN UHAN and POLLYANN SORCAN, having received the highest number of votes for District 1, are elected to four year terms beginning the first Monday in January 2023.
4. As specified in the attached Abstract and Return of Votes Cast, voters of the School District from District 2 voted at said election on the election of two (2) members from District 2 for four year term vacancies on the board caused by expiration of term on the first Monday in January next following the general election as follows:

MURRAY ANDERSON	1,392 votes
NICOLE CULBERT-DAHL	2,056 votes
SHAUN HAINEY	1,306 votes
LISA WESTBY	2,010 votes
WRITE-IN	33 votes

5. NICOLE CULBERT-DAHL and LISA WESTBY, having received the highest number of votes for District 2, are elected to four year terms beginning the first Monday in January 2023.
6. The School District clerk is hereby directed to certify the results of the election to the county auditors of each county in which the School District is located in whole or in part.

The motion for the adoption of the foregoing resolution was duly seconded by _____.

On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted, November 14, 2022

**ABSTRACT AND RETURN OF VOTES CAST
FOR GENERAL ELECTION
HELD ON DAY OF STATEWIDE ELECTION**

INDEPENDENT SCHOOL DISTRICT NO. 2909 (ROCK RIDGE PUBLIC SCHOOLS)
STATE OF MINNESOTA

GENERAL ELECTION
NOVEMBER 8, 2022

Registration Statistics

Number of persons registered at 7 a.m. *1. _____ * _____
Number of new registrants on election day *2. _____ * _____

Ballots delivered to the precinct

Ballots delivered as certified by the clerk 3. _____ * _____
Ballot count adjustments from incident log (+/-) 4. _____ * _____
Number of unofficial ballots made 5. _____ * _____
Number of absentee ballots delivered 6. _____ * _____
Total number of ballots delivered to precinct (3+4+5+6 = A) A _____

Ballots not in the ballot box

Number of spoiled ballots *7. _____ * _____
Number of originals for which duplicates made *8. _____ * _____
Number of rejected absentees *9. _____ * _____
Number of unused ballots 10. _____ * _____
Total number of ballots not in the ballot box (7+8+9+10 = B) B _____

Ballots cast in the ballot box

Number of signatures on roster (preregistered + EDR) *11. _____ * _____
Number of accepted regular, military and overseas absentee ballots *12. _____ * _____
Number of accepted federal only absentee ballots *13. _____ * _____
Number of accepted presidential only absentee ballots *14. _____ * _____
Total number of ballots in the ballot box (= persons voting) (11+12+13+14 = C) C _____

Ballots returned to Auditor/Clerk

Ballots returned from the precinct (B + C = D) D _____
Difference for auditor/clerk notation on delivery record (A - D = E) E _____

* are entered into ERS stats

SCHOOL BOARD MEMBER

DISTRICT 1

Pollyann Sorcan	1,606
Mathew "Chipper" Sjoberg	1,508
John Uhan	1,924
Mike Pariseau	1,189
WRITE-IN	35

DISTRICT 2

Murray Anderson	1,392
Nicole Culbert-Dahl	2,056
Shaun Hainey	1,306
Lisa Westby	2,010
WRITE-IN	33

All numbers by precinct on file and of record in the office of the St. Louis County Auditor, Duluth, Minnesota. SEE ATTACHED.

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Unofficial Results Tuesday, November 8, 2022

Results Home [Previous Page](#)

Precincts Reporting in District: 100% 21 of 21

Last Updated: 11/09/22 8:48 AM

Voters Registered at 7AM: 12,150

Results for Selected Contests in School District No. 2909 - ROCK RIDGE

School Board Member District 1 (ISD #2909) (Elect 2)

Results By Precinct

12 precincts in contest. 12 of 12 precincts reported.

Party	Candidate	Totals	Pct
NP	John Uhan	1,924	30.73%
NP	Mathew "Chipper" Sjoberg	1,508	24.08%
NP	Pollyann Sorcan	1,606	25.65%
NP	Mike Pariseau	1,189	18.99%
WI	WRITE-IN	35	0.56%

School Board Member District 2 (ISD #2909) (Elect 2)

Results By Precinct

10 precincts in contest. 10 of 10 precincts reported.

Party	Candidate	Totals	Pct
NP	Shaun Hainey	1,306	19.21%
NP	Lisa Westby	2,010	29.57%

Party	Candidate	Totals	Pct
NP	Nicole Culbert-Dahl	2,056	30.25%
NP	Murray Anderson	1,392	20.48%
WI	WRITE-IN	33	0.49%

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Unofficial Results Tuesday, November 8, 2022

[Results Home](#) [Previous Page](#)

Precincts Reporting in District: 100% 12 of 12

Last Updated: 11/09/22 8:48 AM

Voters Registered at 7AM: 8,001

**School Board Member District 1 (ISD #2909) (Elect 2)
 Results by Reporting District**

County: Precinct	NP John Uhan	NP Mathew "Chipper" Sjoberg	NP Pollyann Sorcan	NP Mike Pariseau	WI WRITE- IN
St. Louis: BIWABIK TWP.	112	98	82	53	1
St. Louis: CLINTON TWP.	50	31	47	47	1
St. Louis: EVELETH P- 1	462	410	512	327	9
St. Louis: EVELETH P- 2	102	73	128	83	2
St. Louis: FAYAL TWP.	655	491	426	349	11
St. Louis: GILBERT	444	315	315	250	3
St. Louis: IRON JUNCTION	14	14	8	8	2

St. Louis: LEONIDAS	5	4	7	4	0
St. Louis: MCKINLEY	16	22	17	11	0
St. Louis: UNORG. PRCT. 18	17	13	13	18	5
St. Louis: UNORG. PRCT. 14	45	33	48	37	1
St. Louis: VIRGINIA P- 5	2	4	3	2	0
Candidate Totals:	1,924	1,508	1,606	1,189	35

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Unofficial Results Tuesday, November 8, 2022

[Results Home](#) [Previous Page](#)

Precincts Reporting in District: 100% 10 of 10

Last Updated: 11/09/22 8:48 AM

Voters Registered at 7AM: 7,488

School Board Member District 2 (ISD #2909) (Elect 2)
Results by Reporting District

County: Precinct	NP Shaun Hainey	NP Lisa Westby	NP Nicole Culbert- Dahl	NP Murray Anderson	WI WRITE- IN
St. Louis: MOUNTAIN IRON P-2	2	3	1	2	0
St. Louis: PIKE TWP.	115	90	66	56	1
St. Louis: SANDY TWP.	62	102	61	48	1
St. Louis: UNORG. PRCT. 15	111	291	276	148	6
St. Louis: VIRGINIA P-1	249	317	340	267	4
St. Louis: VIRGINIA P-2	204	242	308	254	7
St. Louis: VIRGINIA P-3	115	194	174	119	2
St. Louis: VIRGINIA P-4	169	298	305	213	4
St. Louis: VIRGINIA P-5	182	333	380	202	7

St. Louis: WUORI TWP.	97	140	145	83	1
Candidate Totals:	1,306	2,010	2,056	1,392	33

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DIRECTOR _____ presented the following resolution and moved for its adoption:

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

WHEREAS, the board has canvassed the general election for school board members held on November 8, 2022.

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 2909, State of Minnesota, as follows:

1. The chair and clerk are hereby authorized to execute certificates of election on behalf of the school board of Independent School District No. 2909 to the following candidates:

- a. JOHN UHAN – District 1
- b. POLLYANN SORCAN – District 1
- c. NICOLE CULBERT-DAHL – District 2
- d. LISA WESTBY – District 2

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

2. The certificate of election shall be in substantially the form attached hereto.

3. After the time for contesting the election has passed and the candidate has filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk of the school board is hereby directed to deliver the certificates to the persons entitled thereto personally or by certified mail.

4. The clerk is hereby directed to enclose with the certificate a form of acceptance of office and oath of office in substantially the form attached hereto.

Seconded by _____ and upon vote being taken, the following voted in favor thereof:

And the following voted against the same:

And the following were absent:

Whereupon, said resolution was declared duly passed and adopted, November 14, 2022.

CERTIFICATE OF ELECTION
(Full 4 Year Term)

This is to certify as follows:

1. The School Board of Independent School District No. 2909 on November 14, 2022, canvassed the general election of school board members held on November 8, 2022.

2. JOHN UHAN received the largest number of votes cast for the office of school board member of Independent School District No. 2909 District 1 for a full four year term.

3. There are two full four year terms for District 1 on the board caused by expiration of term on the first Monday in January next following the election.

4. Therefore, JOHN UHAN is elected to the office of school board member of Independent School District No. 2909 District 1 for a full four year term beginning the first Monday in January, 2023, and expiring the first Monday in January, 2027.

By authority of the School Board of Independent School District No. 2909, pursuant to resolution dated November 14, 2022.

Dated: _____

Chair

Dated: _____

Clerk

CERTIFICATE OF ELECTION
(Full 4 Year Term)

This is to certify as follows:

1. The School Board of Independent School District No. 2909 on November 14, 2022, canvassed the general election of school board members held on November 8, 2022.

2. POLLYANN SORCAN received the second largest number of votes cast for the office of school board member of Independent School District No. 2909 District 1 for a full four year term.

3. There are two full four year terms for District 1 on the board caused by expiration of term on the first Monday in January next following the election.

4. Therefore, POLLYANN SORCAN is elected to the office of school board member of Independent School District No. 2909 District 1 for a full four year term beginning the first Monday in January, 2023, and expiring the first Monday in January, 2027.

By authority of the School Board of Independent School District No. 2909, pursuant to resolution dated November 14, 2022.

Dated: _____

Chair

Dated: _____

Clerk

CERTIFICATE OF ELECTION
(Full 4 Year Term)

This is to certify as follows:

1. The School Board of Independent School District No. 2909 on November 14, 2022, canvassed the general election of school board members held on November 8, 2022.

2. NICOLE CULBERT-DAHL received the largest number of votes cast for the office of school board member of Independent School District No. 2909 District 2 for a full four year term.

3. There are two full four year terms for District 2 on the board caused by expiration of term on the first Monday in January next following the election.

4. Therefore, NICOLE CULBERT-DAHL is elected to the office of school board member of Independent School District No. 2909 District 2 for a full four year term beginning the first Monday in January, 2023, and expiring the first Monday in January, 2027.

By authority of the School Board of Independent School District No. 2909, pursuant to resolution dated November 14, 2022.

Dated: _____

Chair

Dated: _____

Clerk

CERTIFICATE OF ELECTION
(Full 4 Year Term)

This is to certify as follows:

1. The School Board of Independent School District No. 2909 on November 14, 2022, canvassed the general election of school board members held on November 8, 2022.

2. LISA WESTBY received the second largest number of votes cast for the office of school board member of Independent School District No. 2909 District 2 for a full four year term.

3. There are two full four year terms for District 2 on the board caused by expiration of term on the first Monday in January next following the election.

4. Therefore, LISA WESTBY is elected to the office of school board member of Independent School District No. 2909 District 2 for a full four year term beginning the first Monday in January, 2023, and expiring the first Monday in January, 2027.

By authority of the School Board of Independent School District No. 2909, pursuant to resolution dated November 14, 2022.

Dated: _____

Chair

Dated: _____

Clerk

Memorandum of Understanding
Between
Bois Forte Health and Human Services
And
Rock Ridge School District

I. Purpose:

The purpose of this Memorandum of Understanding (“MOU”) is set out the essential terms and commitments for the provision of therapy and other mental health services by Bois Forte Health and Human Services to Bois Forte youth attending the Rock Ridge School District.

Children of the Bois Forte Band of Chippewa are the Band’s most vital and cherished resource. The educational development and mental well-being of the Band’s children is critical to the Band’s future and the individual success of each child. In order to protect and nurture the growth of the Band most cherished resource, the Band—through Bois Forte Health and Human Services—offers several services to support the mental, emotional, behavioral, and physical health of its children.

The Rock Ridge School District, located at 1405 Progress Parkway, Virginia, MN 55792 is situated near the Vermilion Indian Reservation and serves a large population of Bois Forte children.

The parties agree that mutual cooperation and coordination can further each party’s goals and mission.

II. Bois Forte Health and Human Services Agrees To:

- a. Provide therapy and other appropriate and available services to Bois Forte clients attending the Rock Ridge School District which involves Parkview Elementary, North Star Elementary, Laurentian Elementary, Virginia High School, and Eveleth High School (“School”).
- b. Provide on-site and telehealth services to Bois Forte clients attending Rock Ridge School District.
- c. Coordinate with School personnel to schedule therapy sessions at the least disruptive time for the student.
- d. Provide treatment recommendations, accommodation recommendations, and status updates to designated School personnel as authorized by the child’s parent or guardian.

- e. Provide above services at no cost to the School, provided Bois Forte Health and Human Services will bill the Bois Forte client's insurance for services rendered.
- f. Subject to applicable laws, including, but not limited to, the Health Insurance Portability and Accountability Act, maintain confidentiality of the child's academic records and mental health services.

III. Rock Ridge School District Agrees To:

- a. Make referral to Bois Forte Health and Human Services for Bois Forte clients in need of services.
- b. Provide access to Bois Forte Health and Human Services to relevant student records as needed and as authorized by the child's parent or guardian.
- c. Coordinate with Bois Forte Health and Human Services to schedule therapy sessions at the least disruptive time for the student.
- d. Subject to applicable laws, maintain confidentiality of the child's mental health services.

IV. Leasing of Space:

- a. In consideration for the actions agreed to by Bois Forte Health and Human Services under this MOU, Rock Ridge School agrees to lease certain space, to be agreed upon by both parties, within Rock Ridge School District at the Virginia High School Campus for Bois Forte Health and Human Services to perform services contemplated under this MOU, at a rate of \$1.00 per year. Such space shall be structured in a way that allows for the services to be provided confidentially. Such space is not exclusive to Bois Forte Health and Human Services, in that it may be used by other individuals as needed when Bois Forte Health and Human Services is not using the space.

V. Referral Process:

- a. Upon receiving information, belief, or documentation concerning a Bois Forte client in need of therapy or other services offered by Bois Forte Health and Human Services, Rock Ridge School District will:
 - i. Consistent with applicable School policy or law, if any, document the incident.
 - ii. Determine the need to therapy or other services.
 - iii. Make a referral to Bois Forte Health and Human Services.

- b. Upon receiving a referral for therapy or other services from the Rock Ridge School District, Bois Forte Health and Human Services will:
 - i. Contact the parent or guardian to schedule initial intake assessment.
 - ii. Gain the appropriate consents from the parent or guardian.
 - iii. Coordinate with designated School personnel to identify the least disruptive time for scheduling services.
 - iv. Provide services.
 - v. Keep School personnel informed of the status of services provided.

VI. Termination and Liability:

- a. This MOU supersedes and prior MOU entered into between the parties regarding the provision of services provided by Bois Forte Health and Human Services to Rock Ridge students.
- b. This MOU will remain in effect unless terminated by any party.
- c. Each party has the right to cancel and terminate this MOU for any reason whatsoever. The cancelling party will provide the other party with 30 days written notice in order to coordinate provision and transfer of ongoing services.
- d. Each party shall be responsible for its negligent acts or omissions or willful misconduct and the negligent acts or omissions or willful misconduct of its employees, contractors, agents, officers, or directors to the extent allowed by law. Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, results from the indemnifying party's negligent acts or omissions or willful misconduct.

Dated: _____

 Title:
Bois Forte Health and Human Services

Dated: _____

 Title:
Rock Ridge School

DATE: November 1, 2022
TO: RAMS MEMBERS
RE: NOTICE OF NOMINATIONS FOR RAMS BOARD OF DIRECTORS

As the year comes to a close, it is time for our member units to take action on filling the following vacancies on the RAMS Board of Directors. If your community or township has not had a seat on the RAMS Board, now is your opportunity to nominate someone from your board.

Nominated by Townships, Cities or School Districts:

➤ Eleven (11) vacancies (2-year term – 1/1/2023-12/31/2024)

Nominated by Superintendents Association:

➤ One (1) vacancy (2-year term – 1/1/2023-12/31/24)

Attached is a list of the twelve current board members whose term of office on the RAMS Board of Directors expires at the end of 2022. Each member unit (City, Township, School District) has the right to submit one nominee to be placed on the ballot, which will be voted on **in person at the Annual Meeting**. You may decide to nominate the same person whose term has expired, if they still hold an elected seat with your local government unit, or someone else from your elected officials. You may decide not to nominate anyone – the choice is yours.

PLEASE MAKE CERTAIN THIS ITEM IS PLACED ON YOUR BOARD AGENDA IN NOVEMBER OR EARLY DECEMBER in order to submit the nomination by the December 9th, 2022, deadline. Nominations received by this date will be placed on the official ballot.

PLEASE RETURN THE OFFICIAL NOMINATION FORM BY DECEMBER 9th, 2022 in one of the following ways:

Email: idarukavina@ramsmn.org

Mail: RAMS, 5525 Emerald Avenue, Mt. Iron, MN 55768

If you have any questions, please do not hesitate to contact either myself at 218-235-0029, or Kristen (RAMS Office Administrative Assistant) at 218-748-7651 or by email at rams@ramsmn.org.

Thanks for your immediate attention to this matter.

Sincerely,



Ida Rukavina
RAMS Executive Director

**Range Association of Municipalities and Schools Board Members
(Term Expiring 12/31/2022)**

Medure, Pat	School Board	ISD 318-Grand Rapids
Scholz, Stacey	School Board	ISD 2909-Rock Ridge
Adams, Dale	City Council	City of Grand Rapids
Anderson, Glenn	City Council	City of Babbitt
Fisher, Jim	Township Supervisor	McDavitt Township
Hoff, Shane	City Council	City of Silver Bay
Lehman, Stuart	City Council	City of Buhl
McLaughlin, Kim	School Board	ISD 701-Hibbing
Pittman, Ron	Township Supervisor	Cherry Township
Saari, Cal	City Councilor	City of Nashwauk
Warwas, Cal	Township Supervisor	Clinton Township
Schmidt, Noel	Superintendent Association	ISD 2909-Rock Ridge

**OFFICIAL NOMINATION FORM
RAMS BOARD OF DIRECTORS
JANUARY 2023-DECEMBER 2024**

As a current dues paying member of RAMS, we officially nominate the following elected official (Council Member, Township Supervisor, School Board Director):

Name
Elected Title

for the following term:

TWO YEAR TERM (TOWNSHIPS, CITIES, SCHOOL BOARD)

JANUARY 1, 2023-DECEMBER 31, 2024 (11 vacancies)

Submitted by:

Title

Date

Entity

NOMINATIONS MUST BE SUBMITTED BY DECEMBER 9th, 2022, IN ORDER TO BE INCLUDED ON THE OFFICIAL BALLOT. The election will be held at the Annual Meeting, December 15th, 2022...SAVE THE DATE!!

EMAIL: idarukavina@ramsmn.org MAIL: RAMS, 5525 Emerald Ave., Mt Iron, MN 55768



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Cart #: 5133303
 Purchase Order #: RR HS Track Supplies 22
 Cart Name: RR HS Track Supplies 22
 Quote Date: 09/30/2022
 Quote Valid-to: 10/01/2022
 Payment Terms: NT30
 Ship Via:
 Ordered By: Deanna Kerzie

Contact Your Rep
 Nate Erickson Email:terickson@bsnsports.com | Phone:

Shipped to
 509890
 Rock Ridge Public Schools
 11 5th Avenue South
 VIRGINIA MN 55792
 USA

Ship To
 8509890
 Rock Ridge Public Schools
 Deanna Kerzie
 411 5th Avenue South
 VIRGINIA MN 55792
 USA

Payer
 8509890
 Rock Ridge Public Schools
 411 5th Avenue South
 VIRGINIA MN 55792
 USA

Item Description	Qty	Unit Price	Total
Black/Graphics-Advantage L-Shaped Hurdle em # - GAAADVA 100	100 EA	\$ 195.00	\$ 19,500.00
Hurdle Transport Cart em # - GA4020	5 EA	\$ 695.00	\$ 3,475.00
Hurdle Cart Cover w/ Graphics em # - 1459232	5 EA	\$ 310.00	\$ 1,550.00
Digit Lap Counter w/ Bell em # - GA79300	1 EA	\$ 700.00	\$ 700.00
Digit Performance Indicator em # - GA79100	6 EA	\$ 935.00	\$ 5,610.00
OFFICIALS FLAGS RED/WH em # - GA730270	15 EA	\$ 13.00	\$ 195.00
V PIT 24' X 22' X 28" em # - GP2422X28	1 EA	\$ 21,000.00	\$ 21,000.00
LITE GEN X WEATHER COVER 28" em # - GWC2422X28	1 EA	\$ 0.00	\$ 0.00
COMPETITION POLE VAULT STANDARDS em # - 1378660	1 PR	\$ 0.00	\$ 0.00
V-1500 ORANGE POLE VAULT X-BAR (3PK) em # - AFPV1503	1 SET	\$ 0.00	\$ 0.00
BASE PROT PADS SM CENTER 28" em # - STPADCNTS28	1 PR	\$ 0.00	\$ 0.00
Pole Vault Box Collar System em # - 1388862	1 EA	\$ 0.00	\$ 0.00
Premier HJ Pit 1116x28 em # - GP1116X28	1 EA	\$ 9,000.00	\$ 9,000.00
Premier HJ Weather Cover 10x16x28 em # - GWC1016X28	1 EA	\$ 0.00	\$ 0.00
LITE HIGH JUMP STANDARDS em # - 1378710	1 PR	\$ 0.00	\$ 0.00
IJ-1500 ORANGE HIGH JUMP X-Bar (3PK) em # - AFHJ1503	1 SET	\$ 0.00	\$ 0.00
WOOD DECK PIT CART em # - GA767	1 EA	\$ 1,400.00	\$ 1,400.00
TELESCOPING X-BAR PLACER em # - GA950	2 EA	\$ 145.00	\$ 290.00
HOT CIRCLE STEEL em # - GA373	3 EA	\$ 350.00	\$ 1,050.00
ECONOMY RUBBER CROSSBAR em # - AFR050BM	2 EA	\$ 0.00	\$ 0.00
X 6 Graphics for Top Pads/PV or HJ em # - 1459233	1 EA	\$ 0.00	\$ 0.00
X 6 Graphics for Top Pads/PV or HJ em # - 1459233	1 EA	\$ 0.00	\$ 0.00
IMPLEMENT CART em # - 1453173	1 EA	\$ 420.00	\$ 420.00



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Cart #: 9139965
 Purchase Order #: RR HS Track Supplies 22
 Cart Name: RR HS Track Supplies 22
 Quote Date: 09/30/2022
 Quote Valid-to: 10/01/2022
 Payment Terms: NT30
 Ship Via:
 Ordered By: Deanna Kerzie

em Description	Qty	Unit Price	Total
LDJ NCAA TAKEOFF BRD SYS SYNTHETIC em # - GA4350S	2 EA	\$ 1,000.00	\$ 2,000.00
FIELD LIP BROOM em # - 1148497	1 EA	\$ 100.00	\$ 100.00
ALUMINUM MAINTENANCE RAKE - 36" em # - 1196245	4 EA	\$ 44.00	\$ 176.00
CAPE STAKE KIT SET OF 4 em # - GA970	1 EA	\$ 50.00	\$ 50.00
CHOLASTIC DISTANCE MARKERS SET OF 13 em # - GA941	1 SET	\$ 485.00	\$ 485.00
MEASURING TAPE 200' em # - MSTAP200	2 EA	\$ 60.00	\$ 120.00
MEASURING TAPE 100' em # - MSTAP100	4 EA	\$ 32.00	\$ 128.00
MEASURING TAPE 50' em # - MSTAP50X	2 EA	\$ 27.00	\$ 54.00
Cross-Over Zone Track Protector 15'X40' em # - 1248302	2 EA	\$ 1,000.00	\$ 2,000.00
LITE STARTING BLOCK em # - ASB3500X	12 EA	\$ 99.00	\$ 1,188.00
STARTING BLOCK CART em # - 20010511	1 EA	\$ 0.00	\$ 0.00

Subtotal:	\$70,491.00
Other:	\$0.00
Freight:	\$8,409.00
Sales Tax:	\$0.00
Order Total:	\$78,900.00
Payment/Credit Applied:	\$0.00
Order Total:	\$78,900.00



Catholic School
MARQUETTE

311 Third Street South, Virginia, MN 55792 | 218.741.6811 | marquettecatholicschool.com

September 12, 2022

Rock Ridge Public Schools
Athletic Department
411 South 5th Ave.
Virginia, MN 55792

Dear Rock Ridge Public Schools Athletic Department,

Marquette Catholic School is requesting a 2-year agreement with your school district, per the Minnesota State High School League guidelines (MSHSL BYLAW 105.00), for our middle school students to be able to participate in sports for the following athletic programs:

- Swimming
- Tennis
- Golf
- Alpine and Nordic Skiing
- Cross-Country
- Track
- Hockey
- Wrestling
- Dance Team

We have appreciated the many ways in which our schools have partnered for decades to provide opportunities for students and support the families in our community. Thank you so much for working with our school to provide athletic opportunities for our middle school students, many of whom will become your students when they leave Marquette.

Please let us know if you have any questions, thoughts, or concerns. You can reach me at mcsprincipal2@gmail.com or 218-741-6811. Thank you and God bless you in the new school year!

Sincerely,

Lisa Kvas, Principal
Marquette Catholic School

Approved by: 
RRPS Athletic Director

Date: 9-19-22

AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____ 2022, between the **CITY OF VIRGINIA**, hereinafter referred to as "**City**", and **INDEPENDENT SCHOOL DISTRICT NO. 2909, Rock Ridge Public Schools**, Virginia, Minnesota, hereinafter referred to as "**School District**".

RECITALS

The parties hereto recite and declare that:

- A. **School District** desires and intends to create and establish a School Resource Officer program (SRO), which is both a Federally and State recognized program; and,
- B. **City** also desires to create, establish and provide an SRO program to the **School District**; and
- C. Both **City** and the **School District** desire to set forth in this agreement the specific terms and conditions of the services to be performed and provided and the responsibilities of each party.

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:

- 1. **Goals and Objectives** - it is understood and agreed that the **School District** and **City** share the following goals and objectives with regard to the SRO Program in the **School District**;
 - 1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement and the function of law enforcement officers and agencies;
 - 1.2 To expect the SRO to attend possible extra-curricular activities of the **School District** in addition to regularly assigned duties;

- 13 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school at school, such as: disorderly conduct by trespassers, the possession and use of weapons on school buildings and grounds, the illegal sale and/or distribution of controlled substances, other acts of violence which jeopardize the safety of **School District** students and personnel;
- 14 To expect personnel of the **School District** to report serious crimes that occur on campus and to cooperate with the SRO in the investigation of those crimes which occur at school and/or on school grounds;
- 15 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus to the extent permitted by **School District** policy, practice and procedure and Minnesota law.

2. Employment, for assignment of SRO

- 21 **City** shall provide one SRO, three days a week, during the student 2023-2023 school year, during the term of this agreement.
- 22 The SRO under this agreement shall be an employee of **City** and not the **School District**. The SRO will be subject to the administration, supervision and control of **City** and its Police Department, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
- 23 **City** and its Police Department agree that the pay and benefits including terms and condition of employment shall be in accordance with **City's** contract with its police officers. Except as such policies or practices in terms of conditions of employment may have to be modified to comply with the terms and conditions of this agreement.
- 24 The SRO shall be assigned by **City** and its Police Department to the **School District** to be used by and among school locations and buildings located within the **School District**. The assignments to buildings and locations shall be agreed upon by the Superintendent of the **School District** and/or his designee and the Chief of Police for **City** and/or her designee.

- 25 While working as an SRO with the **School District**, the SRO shall have the same jurisdiction, powers, rights, privileges and immunities that law enforcement officer normally possess.
- 26 While on duty at a school location, the SRO shall respond to requests and suggestions by the Superintendent or Building Principal, but shall remain subject to the lawful operational commands of the SRO's superior officers in **City's** Police Department.
- 27 While working as an SRO with the **School District**, the SRO shall intervene in all situations involving reportable offenses as defined by Minnesota Law. Such offenses are acts occurring on school property or school locations that involve assault resulting in serious personal injury, sexual assault, sexual offence, rape, kidnapping, indecent liberties with a minor, maltreatment of a minor, assault involving the use of a weapon, possession of a fire arm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance or alcohol in violation of the law.

In these situations, the SRO shall be responsible for the investigation of the offense and the decision to pursue legal action shall be in the discretion of the SRO. The **School District** may conduct its own investigation and make a determination as to whether disciplinary or legal action should be pursued.

- 28 **City** and its Police Department, in their sole discretion shall have the power and authority to hire, discharge and discipline SROs.
- 29 **City** and its Police Department shall hold the **School District** free, harmless and indemnified from any and all claims, counter suites, or causes of action rising out from the wrongful, unlawful or negligent actions of the SRO.

3. Insurance and Indemnification

- 3.1 **City** and its Police Department shall purchase and maintain in full-force in effect during the terms of this agreement general comprehensive, liability and errors of omissions insurance policies with limits as required by the Minnesota Municipal Tort Claims Act (MN Statute Chapter 4663.2) – **City** and its Police Department agrees to hold the **School District**, its agents, students and employees free, harmless and indemnified from

and against all claims, suites or causes of action rising from or anyway other than the performance of the duties of the SRO or the SRO Program.

4.0 Duration

- 4.1 This agreement shall be for one school year commencing on the opening day of school for the 2022-2023 school year and ending on June 30, 2023. This agreement can be extended, modified or altered in written form by mutual agreement by and between the parties.
- 4.2 Either party may terminate this agreement during its term with 90 days written notice to the other.

5.0 Duty Hours

- 5.1 The regular hours of the SRO shall be a 24 hours a week (3 days a week during the 2022-2023 school year), but in no event shall exceed the maximum number of hours allowed or permitted by **City's** Collective Bargaining Agreement with Police officers. Hours on duty may be altered by the **School District** to meet the needs of extra-curricular and other and other school activities at which the presence of the SRO may be desired. Any overtime must be approved in advance by and between the Superintendent and **City's** Chief of Police. The duty hours of the SRO shall begin when the SRO arrives at the school location or the destination assigned by the Superintendent or the Principal and shall end when the SRO leaves that destination. Time Records shall be kept and maintained by **School District** and provided to the Chief of Police of **City** on a regular basis.
- 5.2 It is understood and agreed that time spent by the SRO attending **School District** related juvenile, expulsion or other court hearings pertaining to the SRO's duties and responsibility as SRO shall be considered as hours worked under this agreement.
- 5.3 In the event of an emergency when the SRO is ordered by **City's** Police Department to leave his/her school duty station during normal duty hours and to perform necessary services for **City** and its Police Department, the time spent shall not be considered hours worked under this agreement. The hours shall

be made up in a manner determined by mutual agreement by the parties.

6. COMPENSATION

6.1 The **School District** shall pay to **City** the sum of \$34,778 during the term of this agreement in a way and manner mutually agreed on by and between the parties. This sum is inclusive of any DARE activities performed by the SRO. All other costs associated with the SRO shall be the full and complete responsibility of **City** except as to approved overtime in conjunction with SRO's duties to which prior approval has been given and obtained, in which case the cost shall be borne by the **School District**.

7. Qualifications of SRO

7.1 The SRO shall be a licensed police officer by the State of Minnesota and shall have had experience working with and around young people. The SRO shall possess an even temperament and be able to set a good example for students and **School District** personnel. Further, the SRO shall possess communication skills that would enable the SRO to function effectively within a school environment and to work collaboratively and successfully with **School District** personnel.

8. Specific Duties of SRO

8.1 To protect the lives and property of students, educational personnel and other employees of the **School District**.

8.2 To properly enforce Federal, State and Local laws and ordinances.

8.3 To provide law enforcement services to the **School District** at assigned school locations in accordance with the terms of this AGREEMENT.

8.4 To investigate criminal activity and offenses reported to be or committed on or adjacent to school property or school vocations.

8.5 To work collaboratively with **School District** personnel and parents to carry out in a good faith manner the duties set forth within.

- 8.6 It shall not be the function of the SRO to give legal advice, but may attempt to answer questions of students and **School District** educational personnel.
- 8.7 To provide security when requested for special school events and extra-curricular activities and functions at the request of the Principal, Superintendent or **School District** designee.
- 8.8 To follow and abide by all **School District** policies and be familiar with those policies.
- 8.9 To immediately notify the Principal of the school to which the SRO has been assigned as soon as practically possible after a law enforcement action is taken on campus and to provide the Principal of such school a copy of the report so as to protect other students and staff from the risk of harm.
- 8.10 When requested, to submit a monthly report to the Superintendent and School Board entitled "School Resource Officer Monthly Report".

9. Chain of Command

- 9.1 As employees of City Police Department, SRO's shall follow the chain of command set for in the Police Department's Policy and Procedure Manual's.
- 9.2 In the performance of his/her duties SRO's shall coordinate and communicate with the Principal, Superintendent or their designee in the school location to which they may be assigned and shall collaborate and cooperate with them in every way and respect so as to minimize the negative impact on students and staff.
- 9.3 The SRO shall be required to wear a City Police Department issued uniform, which shall be provided by **City's** Police Department and otherwise dress in accordance with the dress code required by the Police Department.

The **School District** shall provide SRO with an office or conference space to assist him/her in performing his/her duties on campus.

- 9.4 The SRO shall notify the School Principal/designee before removing a student from school.
- 9.5 The SRO shall adhere to all Federal and State Laws, and **School District** Policies when conducting investigations, interrogations, searches and arrests and shall be further cognizant of all laws and rules pertaining to and dealing with juveniles. SRO's shall not be authorized to have access to private educational data with regard to students and/or private personnel data involving employees except in an emergency situation so as to protect the life and safety of others or upon a subpoena or court order.
10. **Applicable Law** – This agreement shall be controlled by the laws of the State of Minnesota, any action brought as a result of a claim, demand or cause of action arising under the terms of this agreement shall be brought in the District Court, St. Louis County, Virginia, Minnesota.

11. Severability

11.1 Binding on Successors-each provision, section, sentence, clause, phrase and word of the agreement is intended to severable. If any provision, section, sentence, clause, phrase or word hereof is held by a court of proper jurisdiction to be illegal or invalid for any reason whatsoever, such an illegality or invalidity shall not affect the validity of the remainder of this AGREEMENT.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective personnel, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties above named have executed this Agreement to be effective the date first above written.

School District:

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC
SCHOOLS**

By _____

Its _____

By _____

Its _____

CITY OF VIRGINIA

By _____

Its _____

By _____

Its _____

Approved Rock Ridge Schools

2022-2023 School Calendar

July				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August					T-2
1	2	3	4	5	S-0
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

September					T-20
			1	2	S-19
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

October					T-19
3	4	5*	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

November					T-20
	1	2	3	4	S-19
7	8**	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30^			

December					T-17
			1	2	S-17
5	6	7	8	9	
12*	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

January					T-21
2	3	4	5	6	S-20
9	10	11	12	13	
16	17	18	19	20**	
23	24	25	26	27	
30	31				

February					T-19
		1	2	3	S-19
6	7	8	9	10	
13	14	15	16	17	
20	21	22*	23	24	
27	28				

March					T-19
		1^	2	3	S-18
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31**	

April					T-19
3	4	5	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

May					T-22
1	2*	3	4	5	S-22
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

June					T-2
			1**	2	S-1
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

	First & Last Pupil Days
	No School
	Early Release
	Student Contact Days
	Conference Exchange Day

*Midterm (Quarter 1)	Oct. 5
**Quarter 1	Nov. 8
*Midterm (Quarter 2)	Dec. 12
**Quarter 2	Jan. 20
*Midterm (Quarter 3)	Feb. 22
**Quarter 3	Mar. 31
*Midterm (Quarter 4)	May 2
**Quarter 4	Jun. 1

^Trimester 1	Nov. 30
^Trimester 2	Mar. 01
^Trimester 3	Jun. 01
Pupil Days	173
Conference Exchange	1
Inservice days	6
Teacher Contract Days	180

Revised Proposed Rock Ridge Schools

2022-2023 School Calendar

July				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August					T-2
1	2	3	4	5	S-0
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

September					T-20
			1	2	S-19
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

October					T-19
3	4	5*	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

November					T-20
	1	2	3	4	S-19
7	8**	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30^			

December					T-17
			1	2	S-17
5	6	7	8	9	
12*	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

January					T-21
2	3	4	5	6	S-20
9	10	11	12	13	
16	17	18	19	20**	
23	24	25	26	27	
30	31				

February					T-19
		1	2	3	S-19
6	7	8	9	10	
13	14	15	16	17	
20	21	22*	23	24	
27	28				

March					T-19
		1^	2	3	S-18
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31**	

April					T-19
3	4	5	6	7	S-19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

May					T-22
1	2*	3	4	5	S-22
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

June					T-2
			1**	2	S-1
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

	First & Last Pupil Days
	No School
	Early Release
	Student Contact Days
	Conference Exchange Day
5/30, 5/31, 6/1	No HS Students. Moving prep.

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**Quarter 1	Nov. 8
*Midterm (Quarter 2)	Dec. 12
**Quarter 2	Jan. 20
*Midterm (Quarter 3)	Feb. 22
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*Midterm (Quarter 4)	May 2
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