



**ROCK RIDGE PUBLIC SCHOOLS  
1405 PROGRESS PARKWAY  
VIRGINIA MN 55792**

**Regular Meeting  
Monday, August 28, 2023 at 6:00 PM  
Rock Ridge Administration 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 August 14, 2023 regular meeting minutes. 5
  2. Approval of volunteer coaches for 2023-2024: Tom Prosen (Boys & Girls Tennis), Alexa Ismil (Cross Country), Nick Miller (Football).
  3. Acceptance of hire of returning coach(es) for 2023-2024: Steve Begich - Girls Diving Coach (\$3,105).
  4. Approval of hire of Dallas Hammer for the Assistant Cross Country Coach position with a stipend of \$3,105 effective for the 2023-2024 school year.
  5. Approval of additional duties for the 2023-2024 school year for the following staff at Laurentian: Melissa Lautigar (Before School Supervision \$2,866), Kristine Miller (Before School Supervision \$2,866), Rob Hinrichs (Before School Supervision \$2,866), Laurie Kuoppala (Cafeteria Supervisor \$2,866), and Stace Landwer (Elementary Yearbook \$1,672 / Elementary Student Council \$1,433).
  6. Approval of additional duty for the 2023-2024 school year for the following staff at North Star: Don Galloway (Before School Supervision \$2,866), Paul Brainard (Before School Supervision \$2,866) and Brandon Miller (After School Supervision \$2,866).
  7. Approval of additional duties for the 2023-2024 school year for the following staff at Parkview:

### **Cafeteria/Noon/Before School Supervision at Parkview**

Crystal Scuffy \$2,866  
Gina Anderson \$2,866  
Hannah Davidson-Teff \$2,866  
Deron Daidson \$2,866  
Beth Spelts \$2,66  
Anita Tyminski \$2,866  
Nikki Sundt \$2,866

### **Yearbook at Parkview**

Matraca Streier \$1,672

### **Returning Lunchroom/Playground Aides for Parkview (13.75 hours/week at \$14.00 per hour)**

- Carrie Andrick, Amanda Schugg, Colleen Larson, Kristy LeMmons, Bob Bakos, Margaret Phillips, and Tim Martinson.
8. Approval of hire of Alyssa Harris for the PT Bus Driver position at a rate of \$23.64/hour effective August 21, 2023.
  9. Approval of hire of Kylee Uncini for the School Readiness Teacher (PES) position at a rate of \$31.00/hour effective August 28, 2023. 9
  10. Approval of hire of Apriliza Zakula, Laura Warner, and Michael Teska for the Lunchroom/Playground Aide positions at a rate of \$14.00/hour effective September 5, 2023.
  11. Approval of hire of the following Paraprofessionals at a rate of \$18.47/hour effective September 5, 2023: Michelle Pietila, Doreen Simone, Jessica Higgins, Michele Fuenffinger, Kayanna Boshey, Debbie Zarling, and Jennifer Rebholz.
  12. Approval of hire of Quinn Muhich for the Fall Play Director position with a stipend of \$1,672 effective September 6, 2023.
  13. Approval of hire of Alice Pelton for the Paraprofessional position at a rate of \$18.47/hour effective September 18, 2023.
  14. Approval of hire of Dusty Schechinger for the Paraprofessional position at a rate of \$18.47/hour effective September 18, 2023.
  15. Approval of hire of Emily Rask for the Paraprofessional position at a rate of \$18.47/hour effective September 18, 2023.
  16. Approval of transfer of Jessica Gauthier from Paraprofessional to the Media Aide (PES) position at a rate of \$20.50/hour effective September 5, 2023.
  17. Approval of transfer of Paraprofessional Cindy Gulbranson to available Paraprofessional position (#965) at a rate of \$18.47/hour effective September 18, 2023.
  18. Approval of request of unpaid leave of absence for the 2023-2024 school year from Julie Lindeman from the School Readiness Teacher position.
  19. Approval of request of unpaid leave of absence for Elementary Teacher Dominique Little for the remainder of the 2023-2024 school year following use of sick leave beginning in early/mid November.
  20. Acceptance of resignation of Kristy Suihkonen from the Media Aide position effective August 14, 2023.
  21. Acceptance of resignation of Taryn Greiner from the Paraprofessional position effective August 16, 2023.
  22. Acceptance of resignation of Tim Miller from the Paraprofessional position effective August 21, 2023.
  23. Acceptance of resignation for the purpose of retirement of Debra Zasadni from the

Media Aide position effective August 22, 2023.	
24. Acceptance of resignation of Nikki Hiti from the Paraprofessional position effective August 30, 2023.	
25. Acceptance of resignation of Paige Larsen from the Paraprofessional position effective September 29, 2023.	
26. Approval of placing Maria Krebsbach on layoff status from the LPN position effective the 2023-2024 school year. There is not an LPN position available at this time.	
27. Acceptance of \$18,375 for the Rock Ridge Perkins budget for equipment, professional development, and CTE student experiences for the 2023-2024 school year.	10
5. Administration:	
1. Consider approval of Phase II mechanical bids on the Administration Building.	13
6. Reports:	
1. Fundraising and School to Work Engagement update.	
2. Rock Ridge Parking Lot Rules/Policy.	31
3. Treasurer's Report.	35
4. Superintendent.	
1. Update to the start of the school year.	
7. Policies - Second Reading:	
1. 102 Equal Educational Opportunity	44
2. 418 Drug-Free Workplace/Drug-Free School.	46
3. 419 Tobacco-Free Environment.	53
4. 424 License Status.	57
5. 425 Staff Development.	59
6. 504 Student Appearance.	68
7. 506 Student Discipline.	71
8. 507 Corporal Punishment and Prone Restraint.	95
9. Enrollment of Nonresident Students.	97
10. 513 Student Promotion, Retention, and Program Design.	102
11. 514 Bullying Prohibition Policy.	105
12. 516.5 Overdose Medication (New).	116
13. 524 Internet Acceptable Use and Safety Policy.	122
14. 532 Use of Peace Officers and Crisis Teams.	135
15. 534 School Meals Policy.	141
16. 601 School District Curriculum and Instruction Goals.	145
17. 602 Organization of School Calendar and School Day.	153
18. 603 Curriculum Development.	156
19. 604 Instructional Curriculum.	160
20. 613 Graduation Requirements.	166
21. 616 School District System Accountability.	172
22. 618 Assessment of Student Achievement.	178
23. 620 Credit for Learning.	185
24. 621 Literacy and the READ Act (New).	192
25. 624 Online Instruction (New).	201
26. 708 Transportation of Nonpublic School Students.	212
27. 709 Student Transportation Safety Policy.	216

28. 806 Crisis Management Policy.	235
8. Administration Items:	
1. Consider approval of FF&E for activities equipment.	248
2. Consider approval of Facilities Use Agreements between Rock Ridge Public Schools and the City of Eveleth and the City of Virginia for 2023-2024.	267
3. Consider approval of District Crisis Management Plan.	291
4. Consider approval of Rock Ridge Paraprofessional Handbook 2023-2024.	334
5. Consider approval of FF&E for Rock Ridge High School.	348
6. Consider approval of quote for a fork lift.	351
7. Consider soliciting bids for the demolition of the Gilbert school buildings.	
8. Consider approval of work agreement for Andrea Lintula, Business Manager, for \$118,901 for 2023-2024.	377
9. Consider approval of request for North Star Elementary to conclude school three days early at the end of the school year so staff may have time to move into the new building. May 28, 29, 30, 2024 (Tuesday, Wednesday, Thursday) will be non-instructional days.	
9. Meeting Announcements:	
1. The next regular meeting will be held Monday, September 11, 2023 at 6:00 PM at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.	
10. Adjournment.	

**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, AUGUST 14, 2023, 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                      Pollyann Sorcan  
Brandi Lautigar              John Uhan  
Tim Riordan                    Lisa Westby

**Other Staff Present:**

Dr. Noel Schmidt, Superintendent  
Spencer Aune, Business Manager  
Bob Voss, Transportation Director

**Members Absent:**

Nicole Culbert-Dahl

- I. Chair ADDY called the regular meeting to order at 6:00 P.M.
- II. **APPROVE AGENDA:**
- A. Chair ADDY moved *9.2 RESOLUTION RELATING TO \$13,570,000 GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2023A; AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT THEREOF* and *9.3 Consider approval of District LTFM Plan* to Reports 4.05 and 4.06.
- B. Chair ADDY added the *License Agreement between VEEDA and RRPS* to Administration 9.14.
- C. WESTBY requested discussion on Policies 601, 603, 618, 624, and 806.
- D. Motion to **approve the agenda as amended** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Crystal Royer – concerns regarding Rock Ridge athletics.
- IV. **REPORTS:**
- A. Greg Crowe, representing Ehlers, presented the Sale Day Report. Motion to **approve the Resolution Relating to \$13,570,000 General Obligation School Building Bonds, Series 2023A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing For the Payment Thereof** made by UHAN, seconded by RIORDAN. Roll call vote. Motion passed 5-1 with SORCAN voting NO.
- B. Motion to **approve the District LTFM Plan** made by UHAN, seconded by LAUTIGAR. Motion passed 5-0 with SORCAN abstaining.
- C. Bob Streetar of Streetar Consulting provided an update on Phase I – Eveleth school buildings and site.
- D. Kraus-Anderson provided the Quarterly (+1 month) Report.
1. Motion to **approve Contract Amendment No. 10 to the Construction Manager Agreement** made by RIORDAN, seconded by LAUTIGAR. Motion passed 5-1 with SORCAN voting NO.
- V. **CONSENT AGENDA:**
- A. Motion to **approve the Consent Agenda** made by UHAN, seconded by RIORDAN. Motion passed unanimously.
1. Approval of July 10, 2023 regular meeting minutes.
2. Approval of hire of Jeff Teasck for the Summer Softball Coordinator position effective May 1, 2023 through August 10, 2023 with a stipend of \$2,500.
3. Approval of coaching hires for 2023-2024: Dominic Pauling (JH Girls Tennis - \$3,105), Beau Foix (JV Football Assistant - \$4,538), Brian Skadsem (7th Grade Football - \$3,105), Dan Berry (C Team Football - \$3,582), Ed Cremers (8th Grade Football -

- \$3,105), Jeff Teasck (8th Grade Football - \$3,105), John Stanaway (JV Football - \$4,538), Riley Jacobson (7th Grade Football - \$3,105), Ryan Malich (Assistant Football - \$4,538), Sean Streier (Assistant Football - \$4,538), Jodi Westby (C Team Football - \$3,582), Katie Niskanen (JV Volleyball - \$4,538), Madelynne Faldet (C Team Volleyball - \$3,821)), and Alicia Schroeder (JH Volleyball - \$3,105).
4. Approval of hire of Alison Glade for the 7th Grade Science Teacher position with a salary of \$56,986 (Step E BA+10) effective August 28, 2023.
  5. Approval of hire of Shane Wetzel for the 7th Grade Science Teacher position with salary of \$85,645 (MA+18) effective August 28, 2023.
  6. Approval of hire of Chelsea Winans for the Elementary Long-Term Substitute Teacher position effective August 28, 2023 through December 21, 2023.
  7. Approval of hire of Mary Rantala for the 0.2 FTE Nursing Assistant Instructor position with a salary of \$5,519.30 (pro-rated) effective August 28, 2023.
  8. Approval of hire of Melissa Hillman for the School Readiness Teacher position at a rate of \$31.00/hour effective August 28, 2023.
  9. Approval of hire of Linda Fedor for the ECFE Teacher position at a rate of \$31.00/hour effective September 6, 2023.
  10. Approval of transfer of Paraprofessional Katie Niskanen to available Paraprofessional position (#958) Paraprofessional position at a rate of \$18.47/hour effective September 5, 2023.
  11. Approval of transfer of Paraprofessional Michelle Edblom to available Paraprofessional position (#957) at a rate of \$18.47/hour effective September 18, 2023.
  12. Approval of volunteer volleyball coach for 2023-24: Emma Westby.
  13. Acceptance of resignation of Gina Burress from the Curriculum Secretary/MARSS Coordinator position effective July 14, 2023.
  14. Acceptance of resignation of Lisa Rudstrom from the Secondary Science Teacher position effective July 31, 2023.
  15. Acceptance of resignation of Katie Hunter from the Paraprofessional position effective August 2, 2023.
  16. Acceptance of resignation of Dolce Everson from the Paraprofessional position effective August 9, 2023.
  17. Acceptance of resignation of Cara Ellis from the Paraprofessional position effective August 10, 2023.
  18. Acceptance of resignation of Amy Zadnikar from the Elementary Teacher position effective August 13, 2023.
  19. Acceptance of resignation of Spencer Aune from the Business Manager position effective August 25, 2023.
  20. Acceptance of resignation for the purpose of retirement of Wendy Shavor from the FT Custodian position effective August 25, 2023.
  21. Acceptance of resignation of Abigail Pratt from the Paraprofessional position effective for the 2023-2024 school year.
  22. Approval of contract for Cassandra Hainey, Positive Norms Grant Coordinator, with a yearly salary of \$58,968 effective July 1, 2023-June 30, 2025.
  23. Approval of lane change for Joshua Gibson from BA+10 to BA+20 effective July 18, 2023.
  24. Approval of lane change for Jessica Kortekaas from BA+10 to BA+20 effective July 19, 2023.
  25. Approval of lane change for Andrew Tikkanen from BA+10 to BA+20 effective July 29, 2023.
  26. Acceptance of funds from Oberfoell Auctioneers from the Do-Bid Auctions for excess school goods in the amounts of \$5,235.70, \$17,517.15, and \$29,012.93.
  27. Acceptance and appreciation of a donation of a car from Kirk Weidner for the Automotive Technology classes to learn hands-on techniques for auto and engine repair.

28. Acceptance and appreciation of a donation to the #RockRidgeRising Campaign in the amount of \$5,000 (scissor lift donation) from Jeff Chida.

VI. **NEW HIRE:**

- A. Motion to **approve the transfer of Andrea Lintula from Controller to Business Director with a salary to be determined following negotiations effective August 28, 2023** made by LAUTIGAR, seconded by RIORDAN. Motion passed unanimously.

VII. **REPORTS:**

- A. Motion to **approve the Treasurer’s Report and payment of the bills** made by WESTBY, seconded by ADDY. Motion passed unanimously.
- B. Supt. Schmidt gave an update to the coming opening of the 2023-24 school year and the vacant school buildings.

VIII. **POLCIES:**

- A. Following discussion on policies pulled by WESTBY, motion to **approve to the first reading of the following policies** made by LAUTIGAR, seconded by UHAN. Motion passed unanimously.
1. 102 Equal Educational Opportunity
  2. 418 Drug-Free Workplace/Drug-Free School.
  3. 419 Tobacco-Free Environment.
  4. 424 License Status.
  5. 425 Staff Development.
  6. 504 Student Appearance.
  7. 506 Student Discipline.
  8. 507 Corporal Punishment and Prone Restraint.
  9. Enrollment of Nonresident Students.
  10. 513 Student Promotion, Retention, and Program Design.
  11. 514 Bullying Prohibition Policy.
  12. 516.5 Overdose Medication (New).
  13. 524 Internet Acceptable Use and Safety Policy.
  14. 532 Use of Peace Officers and Crisis Teams.
  15. 534 School Meals Policy.
  16. 601 School District Curriculum and Instruction Goals.
  17. 602 Organization of School Calendar and School Day.
  18. 603 Curriculum Development.
  19. 604 Instructional Curriculum.
  20. 613 Graduation Requirements.
  21. 616 School District System Accountability.
  22. 618 Assessment of Student Achievement.
  23. 620 Credit for Learning.
  24. 621 Literacy and the READ Act (New).
  25. 624 Online Instruction (New).
  26. 708 Transportation of Nonpublic School Students.
  27. 709 Student Transportation Safety Policy.
  28. 806 Crisis Management Policy.

IX. **ADMINISTRATION ITEMS:**

- A. Motion to **approve payment of \$60,027.16 to Mesabi Bituminous for extenuating circumstances regarding the unforeseen rise in the cost of asphalt oil since project was bid in 2020** made by UHAN, seconded by SORCAN. Motion passed unanimously.
- B. Motion to **approve the bus purchases for the 2023-2024 school year** made by RIORDAN, seconded by ADDY. Motion passed unanimously.

- C. 2023-2024 Rock Ridge High School Student Handbook:
  - 1. Motion to **amend the cell phone use statement to read, “No cell phone use in the classroom”** made by SORCAN, seconded by RIORDAN. Motion passed 4-2 with UHAN and LAUTIGAR voting NO.
  - 2. Motion to **approve the 2023-2024 Rock Ridge High School Student Handbook with changes to the cell phone language** made by LAUTIGAR, seconded by WESTBY. Motion passed unanimously.
- D. Motion to **approve updates to the 2023-2024 Rock Ridge Elementary Student Handbook** made by LAUTIGAR, seconded by WESTBY. Motion passed unanimously.
- E. Motion to **approve the Equity Plan** made by LAUTIGAR, seconded by RIORDAN.
  - 1. Following discussion, RIORDAN called the question, seconded by LAUTIGAR. Passed 4-2 with WESTBY and SORCAN voting NO.
  - 2. Motion to **approve the Equity Plan** passed 4-2 with WESTBY and SORCAN voting NO.
- F. Motion to **approve the Amendment between Teachers on Call and Rock Ridge Public Schools for the purpose of extending the term of their Agreement** made by UHAN, seconded by RIORDAN. Motion passed unanimously.
- G. Motion to **approve establishing the Rock Ridge High School Activity Fund at Miners National Bank of Eveleth with Mark Winter, Joshua Lamppa and William Hazelton as signers. Two signers are needed on each check,** made by UHAN, seconded by WESTBY. Motion passed unanimously.
- H. Motion to **approve to change the ISD #2154 general account to ISD #2909 at Miners National Bank of Eveleth with William Addy, Brandi Lautigar and Nicole Culbert-Dahl as signers** made by WESTBY, seconded by RIORDAN. Motion passed unanimously.
- I. Motion to **approve the Concurrent Enrollment Contract between Rock Ridge Public Schools and Lake Superior College effective until June 30, 2024** made by LAUTIGAR, seconded by UHAN. Motion passed unanimously.
- J. Motion to **approve the Income Contract for Postsecondary Enrollment Options between Minnesota North College and Rock Ridge Public Schools effective for the 2023-2024 Academic Year** made by UHAN, seconded by RIORDAN. Motion passed unanimously.
- K. Motion to **approve the Renewal of Food Service Management Contract for School Year 2023-24** made by RIORDAN, seconded by WESTBY. Motion passed unanimously.
- L. Motion to **approve the License Agreement between VEEDA and RRPS** made by LAUTIGAR, seconded by RIORDAN. Motion passed unanimously.

X. **MEETING ANNOUNCEMENTS** were made.

XI. **ADJOURNMENT:** Meeting adjourned at 8:35 P.M.

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CHAIR - BILL ADDY

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CLERK – BRANDI LAUTIGAR

# Kylee Uncini

## Experience

Sept. 2021- June. 2023

**Minnesota Connections Academy, St. Paul, MN** - *Elementary Teacher/Substitute Teacher*

- Utilize the school's program (Connexus) to manage, grade, and communicate with students.
- Create an online classroom using LiveLesson to hold daily group instruction.
- Build a flexible learning environment to fit the needs of all students.

Sept. 2018-May 2021

**North Woods School, Cook, MN** - *1st Grade Teacher*

- Developed lesson plans and instructional ideas according to state standards.
- Managed and motivated students to participate in educational activities.
- Utilized technology while designing and implementing lessons.

March 2018 - May 2018

**Eagle Ridge Academy, Minnetonka, MN** - *Substitute Reading Interventionist*

- Assist teachers and other administrators in implementing the schools reading program. (MySciLearn)
- Prompte interest in reading.
- Work with students in grades K-5th.

## Education

August 2013-May 2016

**Bemidji State University, Bemidji, MN** - *Bachelor of Science Degree*

- Major: Elementary Education
- Licensure: K-6th

August 2010-May 2013

**Hibbing Community College, Hibbing, MN** - *Associates in Arts Degree*

## Activities and Recognition

**College:** Graduated with honors  
Dean's List



Date: August 21, 2023

To: Secondary Perkins Principals, Teachers, and Business Office Managers

Regarding: FY24 Perkins Secondary Approval

## Congratulations!

The True North Stars Perkins board has approved your requests for funding from the FY24 Perkins Budget to support your CTE programs.

Your request for Perkins funding has been approved for your district **Rock Ridge** in the amount of **\$18,375** for equipment, professional development, and CTE student experiences for the 2023-2024 school year.

The following individual amounts listed below are approved for immediate spending. Please make sure to purchase these items as soon as possible.

Teacher:	Approved for:	Amount:
Kyle Hammer	Autoclaim Heat Press \$2,670, District 7 DECA Conference 1/2024 Mileage \$245.00 Lodging \$200.00 Meals \$80.00 Outside of workday 2 days. \$100 each \$200 total:\$725 <i>*State and National competitions will only be considered if students qualify/Use Mini Grant application process for funding</i>	\$3395
Greg Foster	A.) Careers Related field trip for Transportation Winter of 2025. Duluth/Superior \$900 1. Mid-Range Project Home Maintenance Curriculum Development - Winter 2025 \$500 2. Minor Project Timesaver Curriculum Development-Winter 2025 \$250 3. Minor Project A.) CNC Router Curriculum Development - Winter 2025 \$250 4. Minor Project- Epilog Laser Engraver Curriculum Development - Winter 2025-\$250 5. Mid-Range Project Building Construction Curriculum Development-Winter 2025 \$500 <b>(Follow Perkins required documentation)</b>	2650
James Eichholz	Powermax30 XP plasma cutter \$2000 Hougen HMD904 115-Volt Magnetic Drill \$1200	\$5400

	<p>Tour of Bend Tec and Lake Superior College (for welding and machining programs) in Duluth. \$1200</p> <p>Stipend for new course development total \$1,000 (<b>Follow Perkins required documentation</b>) Rock Ridge is getting a brand new school and we have purchased a Tormach 11000 CNC Mill. I need to develop a curriculum for this piece of equipment to implement it into our manufacturing classes. \$500</p> <p>Rock Ridge just purchased a new Baileigh PRESS BRAKE (BP-3305CNC). I would like to develop a unit to use this piece of equipment to implement it into our manufacturing classes. \$250</p> <p>Rock ridge has also purchased a Tormach Benchtop mill xsTECH that I would like to learn how to use to help it be an introduction unit prior to using the Tormach 11000 CNC mill. I would like to develop a unit to use this piece of equipment to implement it into our manufacturing classes.\$ 250</p>	
David Fyre	No approval at this time	
Troy Caddy	Code HS/Computer Science	\$2,600
Jeannine Bauman	FCS State Convention, spring 2024. Estimated cost of convention, hotel, mileage, and sub costs: \$1700.00. Plus, \$1315 General Mills Culinary Conference Aug 1-3. FY23 funds were used to pay registration. FY24 funds will cover hotel, mileage, stipend and meals	\$3015
Jade Andrie	General Mills Culinary Conference Aug 1-3. FY23 funds were used to pay registration. FY24 funds will cover hotel, mileage, stipend and meals	\$1,315

\*\*\*Upon receipt, have your business office send an official school invoice with supporting documentation such as (copies of receipts, payments, subs requests, mileage forms, etc.). to Perkins Coordinator, Shannon Malovrh [shannon.malovrh@rrps.org](mailto:shannon.malovrh@rrps.org)

**Invoice addressed to: Shannon Malovrh  
True North Stars/Rock Ridge Public Schools  
1405 Progress Parkway  
Virginia, MN 55792**

**Due Dates for Invoicing: (see attached calendar)**

**\*If dates aren't adhered to Pekins funding could be jeopardized**

- **10/31/2023**- All equipment ordered.
- **12/31/2023**- Invoice DUE for any equipment, professional development, curriculum writing, mini grants, career awareness trips, student organizations that have occurred year-to-date
  - **\*\*If we do not receive your bill for anything that has occurred prior to 12/31/23 the program will not be eligible for reallocation consideration or any additional funds**
- **4/15/2024**-Invoices Due for reallocation equipment purchases and any Career Exploration, Travel, Subs, Professional Development, student organization, or Mini-Grants that have occurred 1/1/24- 4/15/24

- **As activities occur**- pre-approved May and June expenditures should be invoiced ASAP after activity occurs.
- **6/30/24**- Final invoice due for any pre-approved professional development that occurred in late June.

### **Key reminders to consider prior to spending money:**

1. Equipment and software purchases of \$1000.00 or more **needs** prior State approval. **IMPORTANT! DO NOT PURCHASE WITHOUT FINAL STATE APPROVAL!** This is done by completing the attached MDE Equipment Pre-Approval Form and including a current quote. Return documentation to the True North Stars Coordinator leadership.
2. **Local CTE Field Trips**– In partnership with [JET](#), [please use this link to apply for funds prior](#) to any event to cover costs such as transportation and substitutes. Districts must be within the borders of the [Taconite Assistance Area to be eligible](#).
3. **In the event of a new hire**, licensure needs to align with purchase of equipment and with courses taught OR an Out of Field Permission (OFP) needs to be approved.

As always throughout the year, we are here to support and work with each district, teachers and programs to answer any questions, discuss strategy to leverage future funds, and continue to plan to grow and strengthen CTE and Perkins.

Thank you for your leadership and engaging with Perkins!

### **True North Stars Perkins Consortia Coordinators**

Shannon Malovrh – Secondary [Shannon.malovrh@rrps.org](mailto:Shannon.malovrh@rrps.org)

Jane Shade – Postsecondary/Secondary [jane.shade@minnesotanorth.edu](mailto:jane.shade@minnesotanorth.edu)

Chris Vito – Postsecondary [Christopher.vito@minnesotanorth.edu](mailto:Christopher.vito@minnesotanorth.edu)

### Attachments:

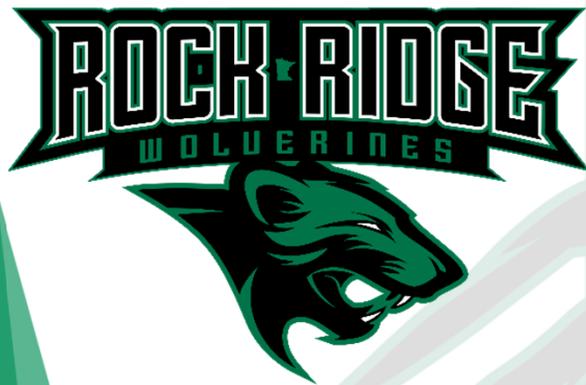
1. Perkins Due Date Calendar
2. MDE State Equipment Approval Form
3. Curriculum Development/Summer Stipend Revised Pilot



# Rock Ridge Public Schools:

Rock Ridge Administration Building  
Mechanical Upgrade Phase 2

28 AUG 2023



## District Administration Building (DAB) Upgrades





# AGENDA



- 1. Why is this Mechanical Upgrade necessary?**
- 2. Phase 2 Mechanical Upgrade**
  - Project layout
  - Milestone Schedule
  - Bid results
- 3. Questions**
- 4. Approval**

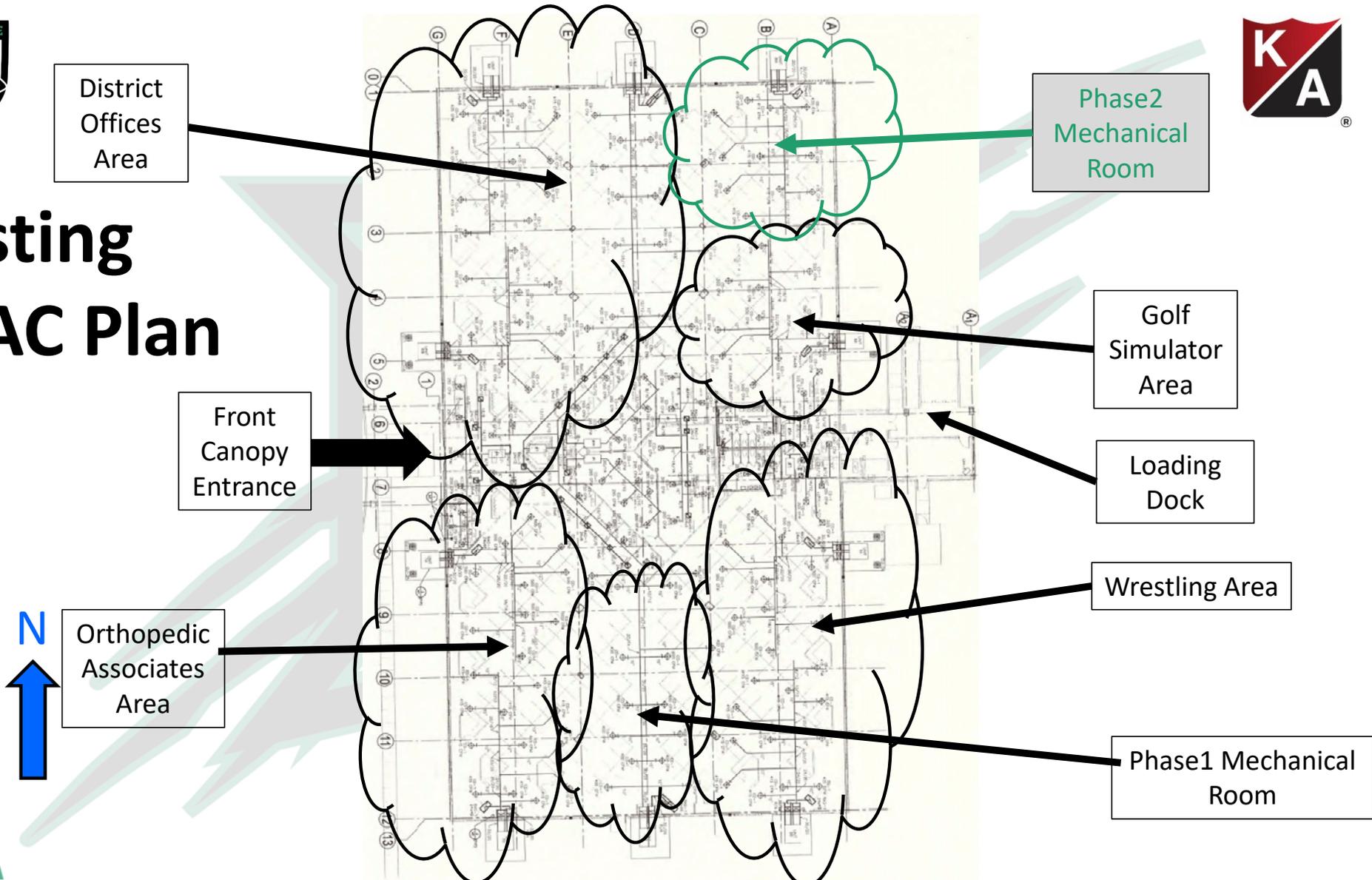


# Why is this Mechanical Upgrade necessary?

1. Existing ground-mounted RTUs are at the end of their useful life (significant costly maintenance required)
2. Improve reliability (current units have had several breakdowns)
3. Moisture and mold issues in existing units
4. School Board Facilities Committee direction to move units inside building to extend lifespan of new units
5. Improve indoor air quality
6. Energy efficiency of new modern units
7. Improved heating and cooling controls (when future remodeling takes place)



# Existing HVAC Plan

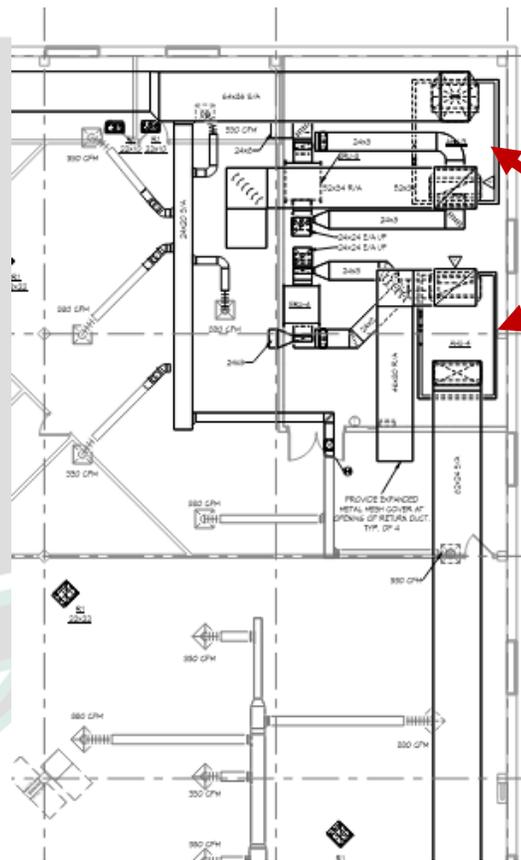




# PHASE 2



## Mechanical Work:



2 New Air Handler Units and associated duct work and piping





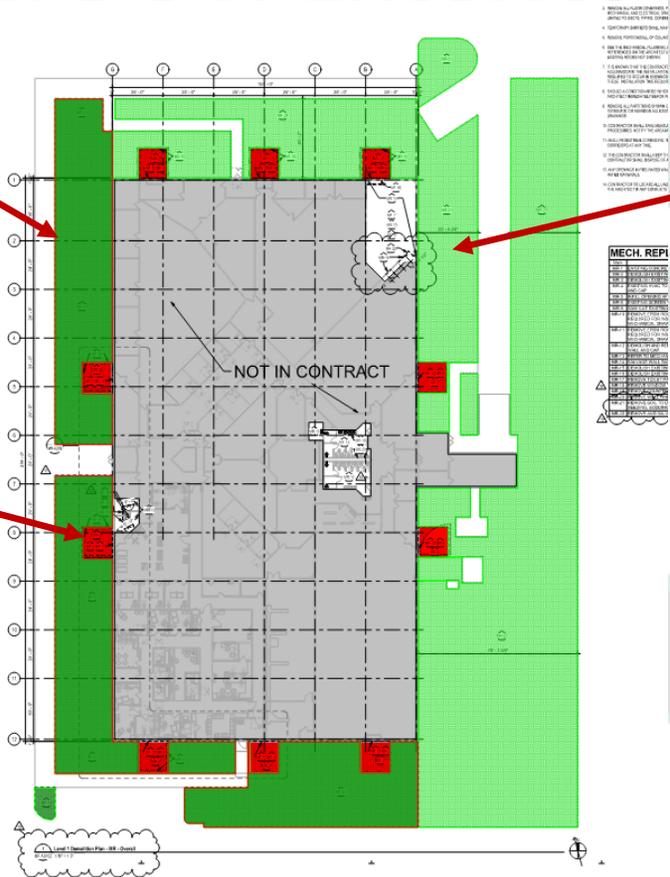
# PHASE 2

## PROJECT LAYOUT: Exterior Site Work

Remove soil down 4",  
infill with 4" top soil, sod  
and plantings

Remove soil down 4",  
infill with 4" top soil and  
seeded grass

Demo existing concrete  
pad, screen wall, and  
remove mechanical unit  
(All 10 Locations)





# PHASE 2

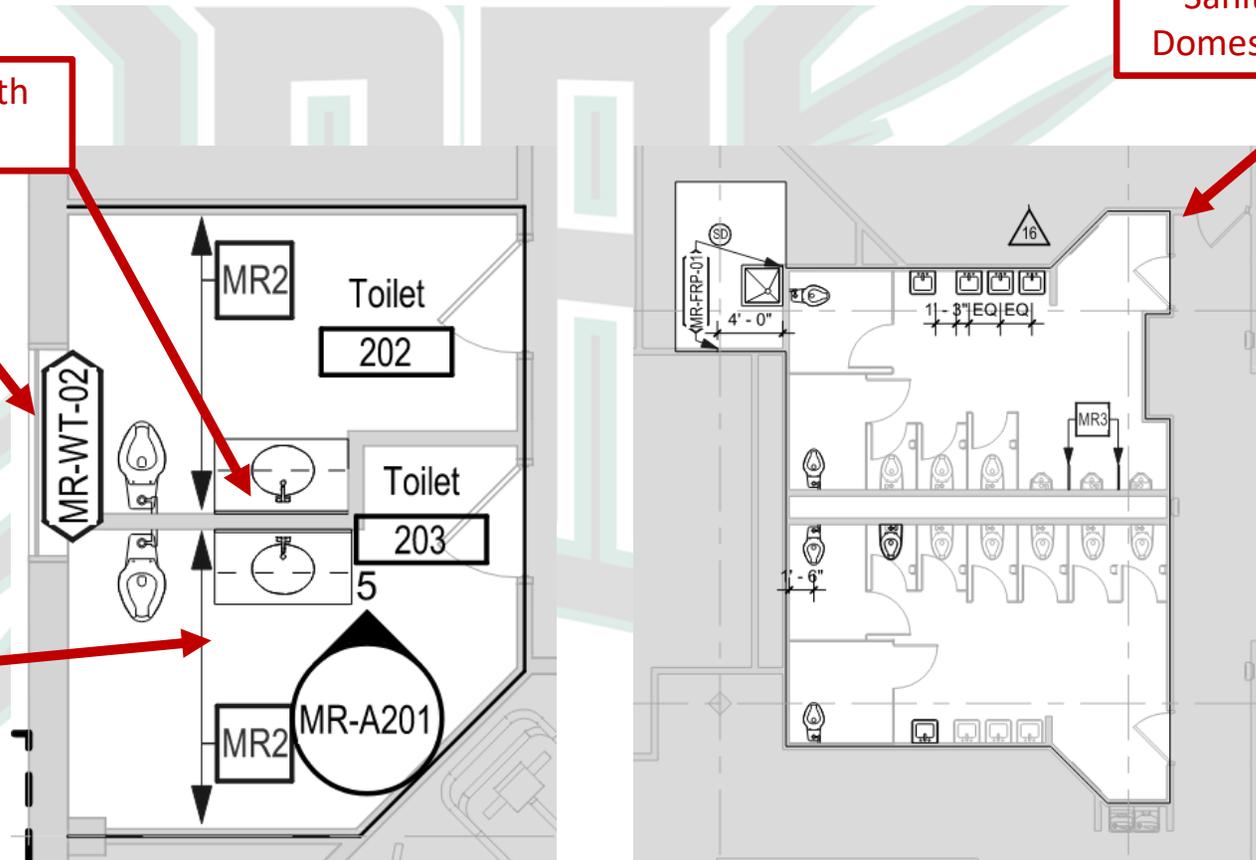
## Bathroom Work:

Replace Fixtures Like for Like, Reuse Existing Sanitary, Vent, and Domestic Water Piping

Demo & Replace with new vanity/sink

Demo Existing Window Treatment, Replace With New

Remove Bathroom Partition Walls





# Phase 2 Bid Results:



## RR Mech Upgrade Phase 2 Bids

WS #	Work Scope Description	Low Bid - Base	Low Bidder Name	# of Bids	2nd Low Bidder	2nd Low Number	Difference between low & 2nd #	REMARKS
02-A	Demolition	\$10,400	Dynamite Demolition, LLC	2	Lenci Enterprises	\$ 39,400	\$ 29,000	\$5K Allowance Missed by Dynamite
05-B.1	Combined Structural Steel	\$49,750	Red Cedar Steel Erectors Ind.	2	Northern Industrial Erectors Inc.	\$ 105,000	\$ 55,250	
06-A	Carpentry	\$57,000	Lenci Enterprises	1	N/A	N/A	N/A	Only Bid Rec'd
09-A	Drywall	\$64,939	RTL Construction	2	Mulcahy	N/A	N/A	No Number Included With Mulcahy Bid
09-K	Painting & Wall Covering	\$15,481	Swanson & Youngdale	1	N/A	N/A	N/A	Only Bid Rec'd
21-A	Fire Protection	\$11,990	Summit Fire Protection Co	1	N/A	N/A	N/A	Only Bid Rec'd
23-B	Combined Mechanical	\$746,840	The Jamar Company	4	Iron Range Plumbing and Heating	\$ 811,000	\$ 64,160	
26-A	Electrical	\$37,700	Hart Electric	1	N/A	N/A	N/A	Only Bid Rec'd
31-A	Site Clearing & Earthwork	\$164,800	TNT Construction Group LLC	3	Jola & Sopp Excavating	\$ 186,847	\$ 22,047	
	<b>Subtotal:</b>	\$ 1,158,900.00						
	<b>General Conditions, Contingency:</b>	\$ 173,835.00						
	<b>Fee</b>	\$ 26,655						
	<b>Total:</b>	<b>\$ 1,359,390</b>						

- Advertisement for bid
  - Mesabi Tribune
  - Duluth Tribune

- (2) Air Handler Units
- (2) Condensing Units
- (2) Energy Recovery Units
- Roof Cutting & Patching
- Roof Blocking & Patching
- Controls Associated w/ New Equipment
- Plumbing Fixture Replacement
- Demo of Existing Units



# Milestone Schedule

## Phase 2:

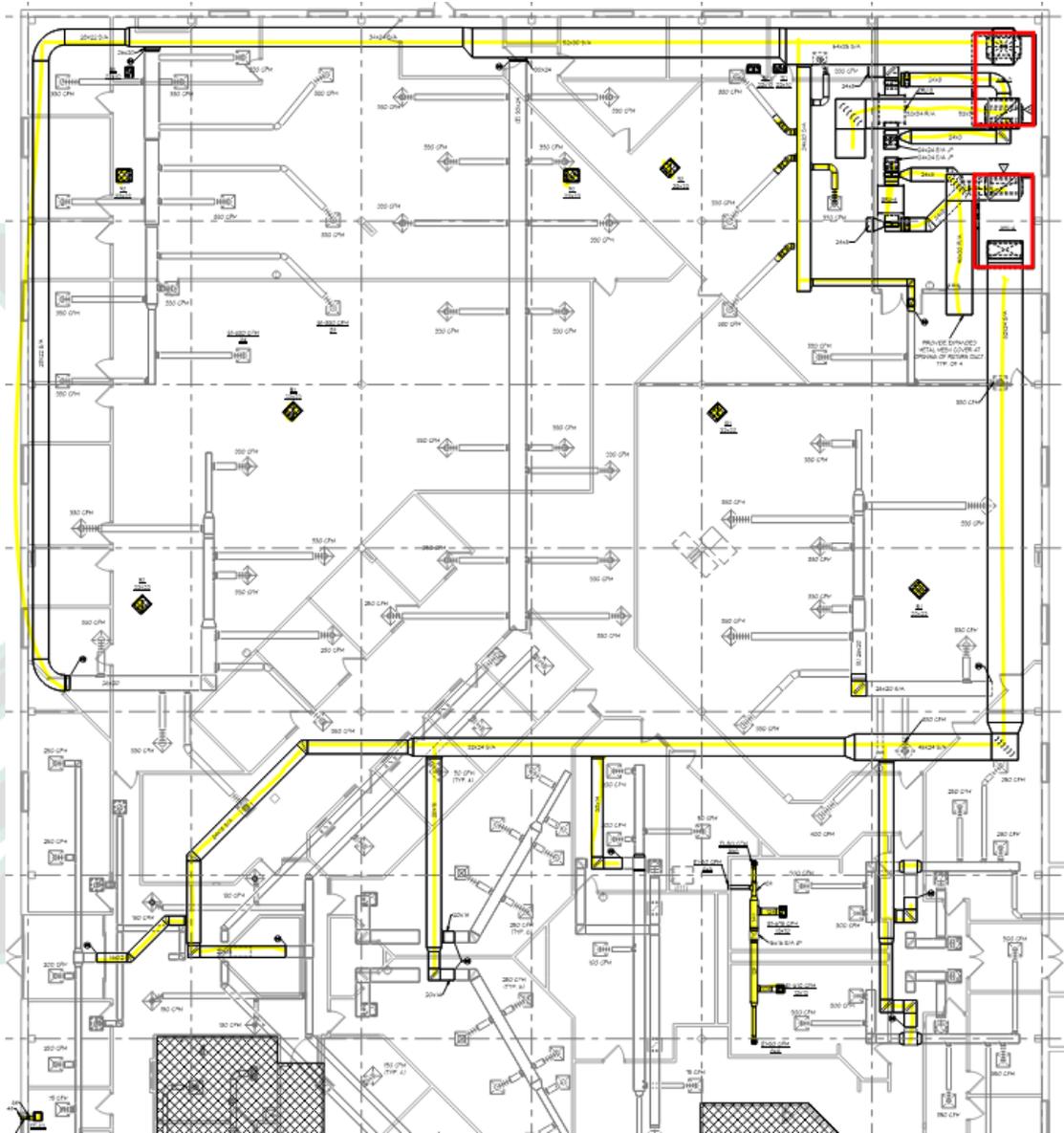
<b>Board Approval</b>	<b>28 August 2023</b>
<b>Project Start</b>	<b>October 2023</b>
<b>Substantial Completion</b>	<b>June 2024*</b>

**\*Due to long lead time on AHU's (about 34wks) & Earthwork in Spring**



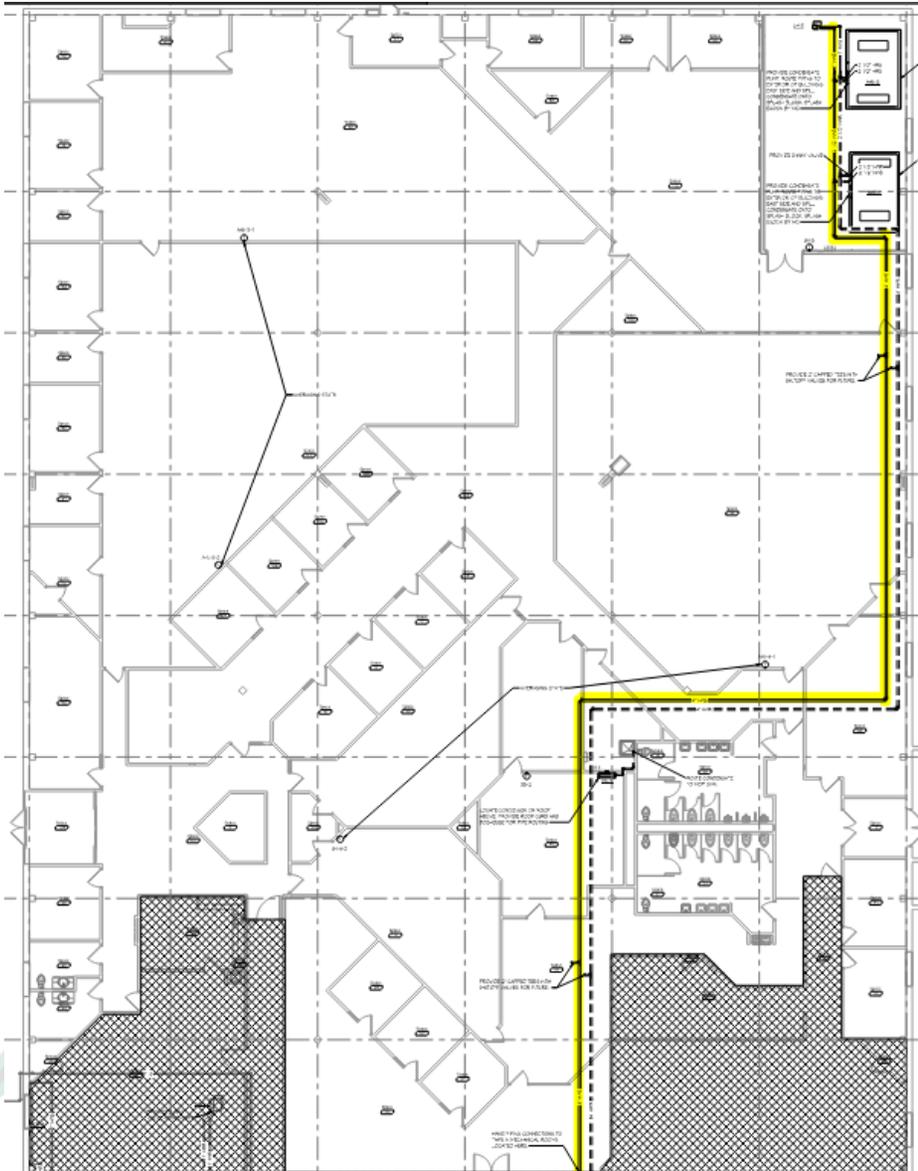


# PHASE 2 MECHANICAL HVAC:





# PHASE 2 HVAC Piping:







## PHASE 2 MECHANICAL EQUIPMENT LIST:

- (2) AHU
- (2) Condensers
- (2) Energy Recovery Units



## PHASE 2

### OTHER SCOPE ITEMS:

- All associated disconnections of pipes and duct
- Masonry infill of (9) openings on exterior walls
- Roof patching for mechanical and structural penetrations
- Sealing of concrete in new Mechanical Room
- Removal & Reinstallation of ceiling panels & grid in occupied spaces
- Electrical work associated with new equipment
- Installation of new lights in Mechanical Room
- Building new walls to create Mechanical Room
- Patching/touching up of existing walls, damaged as a result of the mechanical work
- (1) new door and (1) existing door to be moved to new location
- Minor demolition of existing conditions (doors, ceilings, walls, casework, etc.)
- “Like-for-Like” replacement of bathroom fixtures
- Removal of existing RTU’s, screens, and slabs
- Install of topsoil, sod, seed, & plantings around entire building perimeter



# Questions?

**Approval of District Admin Building  
Mechanical Upgrades  
Phase 2?**

August 28, 2023

Dr. Noel Schmidt  
 Rock Ridge Public Schools - ISD #2909  
 1405 Progress Pkwy  
 Virginia, MN 55792

**RE: Rock Ridge District Administration Mechanical Upgrade Phase 2  
 Contract Award Recommendations**

Dear Dr. Schmidt:

This letter is concerning Kraus-Anderson® Construction Company's (KA) recommendations for contract awards for the above-mentioned project that was bid on August 17, 2023.

KA has undergone several days of bidder verification, and we submit the following lowest responsible bidders with their total bid amount:

**Base Bid: Rock Ridge District Administration Mechanical Remodel Phase 2**

ID	Work Scope	Contractor & Address		Bid Amount
WS 02-A	Demolition	<b>Dynamite Demolition</b> 6411 S. Preston Rd Superior, WI 54880	Base Bid	\$10,400.00
WS 05-B.1	Combined Structural Steel	<b>Red Cedar Steel Erectors, Inc.</b> 4621 Domain Dr Menomonie, WI 54751	Base Bid	\$49,750.00
WS 06-A	Rough Carpentry	<b>Lenci Enterprises, Inc.</b> 905 So. 2nd Avenue P.O. Box 6 Virginia, MN 55792	Base Bid	\$57,000.00
WS 09-A	Metal Studs & Drywall	<b>RTL Construction</b> 290 Sarazin Street Shakopee, MN 55379	Base Bid	\$64,939.00
WS 09-K	Painting and Wall Covering	<b>Swanson &amp; Youngdale Inc.</b> 3805 Prosperity Road Duluth, MN 55811	Base Bid	\$15,481.00
WS 21-A	Fire Suppression	<b>Summit Fire Protection</b> 4619 Airpark Blvd. Duluth, MN 55811	Base Bid	\$11,990.00
WS 23-B	Combined Mechanical	<b>The Jamar Company</b> 4701 Mike Colalillo Drive Duluth, MN 55807	Base Bid	\$746,840.00
WS 26-A	Electrical	<b>Hart Electric</b> 10963 Meadowlark Lane Hibbing, MN 55746	Base Bid	\$37,700.00
WS 31-A	Site Clearing & Earthwork	<b>TNT Construction Group, LLC</b> 40 County Road 63 Grand Rapids, MN 55744	Base Bid	\$164,800.00
<b>Total Base Bid Recommended:</b>				<b>\$1,158,900.00</b>

**Notes:**

1. We have enclosed the final **Bid Tabulation Summary** that reflects the "low responsible bidders".
2. Our recommendations above reflect the "low responsible bidders", in each case.

**Work Scope 02-A "Demolition"**

**Work Scope 05-B.1 "Combined Structural Steel"**

**Work Scope 06-A "Carpentry"**

**Work Scope 9-A "Metal Studs & Drywall"**

**Work Scope 9-K "Painting & Wall Covering"**

**Work Scope 21-A "Fire Suppression"**

**Work Scope 23-B "Combined Mechanical":**

**Work Scope 26-A "Electrical":**

**Work Scope 31-A "Site Clearing and Earthwork":**

3. WS 02-A did not include the allowance in their bid, however they are willing to move forward with the work with their current price.
4. WS 06-A only received one bid. Their bid has been verified and they are the low responsible bidder.
5. WS 09-A received a second bid from Mulcahy Nickolaus, LLC that did not have a price attached to it. Therefore RTL is the low responsible bidder.
6. WS 09-K only received one bid. Their bid has been verified and they are the low responsible bidder.
7. WS 21-A only received one bid. Their bid has been verified and they are the low responsible bidder.
8. WS 26-A only received one bid. Their bid has been verified and they are the low responsible bidder.

If you have any questions regarding this information, please do not hesitate to contact me at (218) 390-9123

Sincerely,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Pete Auvinen  
Project Manager

Enclosures:  
-Bid Tabulations Summary

Driving a vehicle to school is considered a privilege, not a right. At any time, a student may lose that privilege if administration deems necessary. All persons and vehicles on Rock Ridge High School lots are required to adhere to the **School Board Policy 527** and the RRHS Driving and Parking Policies as follows:

- Every student must purchase his or her own parking permit.
- Staff lots are off-limits to students from 7:00am - 3:30pm on all school days.
- Student parking on school property is by permit only. Vehicles on school property without a valid and current parking permit will be subject to towing at the owner's expense.
- Vehicles must be parked in approved student lots and spaces only. Vehicles parked in the incorrect lot or outside of one designated parking stall will be subject to towing at the owner's expense.
- There is NO parking on Progress Parkway. High School parking is allowed only in the designated parking lots.
- All vehicles parked on school property are subject to search. If school officials determine there is a reasonable suspicion that a school regulation or law has been violated, he/she may be assisted by a law-enforcement officer. Anything in the student's vehicle is understood to belong to that student. Students with contraband and/or inappropriate items in their vehicles may be subject to additional school consequences per district policy.
- Permits must be displayed, with the number facing out, on the rear view mirror while parked in the school lot. Permits must be clearly visible from outside the vehicle. (Students are recommended to remove the permit from the mirror when driving.)
- The permit holder is totally responsible for the vehicle in which the permit is hanging and MUST BE either the driver or a passenger in the vehicle. The permit holder is responsible for the behavior of everyone in the car even if he/she is not present.
- Permits are not transferable and are not to be resold. Permits may not be forged, altered, or tampered with in any way.
- Students are not allowed to loiter in or around vehicles once they are on school property. Once the vehicle is parked, students must immediately EXIT the vehicle and enter the school building.
- Students are required to identify themselves and the occupants of their vehicles when requested to do so by the lot attendant or school district personnel.
- Students are not allowed to go to their vehicle in the parking lot during the school day without written administrative permission.
- The speed limit in the parking lot is 10 mph. Careless /Reckless driving is not allowed.
- Students must adhere to all District 2909 and Rock Ridge High School High School policies, including the Attendance Policy, Lunch Policy, and Tobacco Policy.

- If a vehicle is parked in the school lot with a license plate number other than the number listed on the permit application, the vehicle will be subject to towing at the owner's expense. If a student is parking a vehicle other than the one listed on the application, the student must report the change to the office.
- Virginia and Eveleth police will assist Rock Ridge High School administration in enforcing parking laws on campus and surrounding streets. All Minnesota motor vehicle laws will be enforced on school property.
- Parking privileges may be revoked as a result of reckless driving and/or parking violations.
- Handicap Parking is available to students purchasing parking passes. Along with the student parking pass, the student will also need the handicap pass from the state displayed in their vehicle.
- Students not complying with the District 2909 School Board Policy 527 or the Rock Ridge High School Parking Lot Rules may have their vehicle towed at the owner's expense and/or the parking privilege revoked.
- Students who park on snow banks or display careless or illegal driving habits (reckless, speeding, burnouts) will receive discipline and have the parking privilege revoked.
- Students violating Minnesota Motor Vehicle Laws on school property will be referred to the Virginia/Eveleth Police. Student parking permits may be revoked.
- Independent School District 2909 is not responsible for vandalism, injury or theft of items in the school parking lots. Drivers should lock motor vehicles when parked at RRHS.
- Please note that RRHS reserves the right to discipline student drivers for situations not listed on this in the school rules/policy.
- Cumulative violations for any parking permit holder may range from a warning to permit revocation.
- Students must adhere to all District 2909 and Rock Ridge High School policies, including the Attendance Policy, Senior Lunch Policy, and Tobacco Policy.

Consequences may include the following:

- Warning sticker on window
- Parking suspension for days up to semester
- Permit revoked
- Referral to School Administration
- Out of school suspension
- Referral to law enforcement
- Vehicle towed at owner's expense.
- Parking permits may be suspended for students who receive detention during the school year and do not serve them by the deadline.
- Please note that RRHS reserves the right to assign consequences to student drivers for situations not listed on this in the RRHS parking rules.





August 28, 2023

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>
11830	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$603.29
<b>11830 Total</b>				<b><u>\$603.29</u></b>
11831	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 333		\$45.40
11831	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332		\$98.37
11831	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$110.87
<b>11831 Total</b>				<b><u>\$254.64</u></b>
11832	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$4,711.70
<b>11832 Total</b>				<b><u>\$4,711.70</u></b>
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Play-Doh modeling compound 36 pack assorted	\$24.97
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	Dry erase lapboards pack of 25 9x12	\$37.95
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	craytasic bulk crayons 30 boxes of 8	\$20.99
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	36 pack name plates	\$11.99
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	36 pcs square dance scarves 12 colors	\$17.69
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	wxboom self adhesive dots	\$11.03
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	50 pc flat paint brushes	\$6.89
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	30 pc round paint brushes	\$6.85
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	crayola bulk broad line washable markers 200	\$86.31
11833	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	amazon basic woodcased #2 pencils pre sharper	\$14.99
<b>11833 Total</b>				<b><u>\$239.66</u></b>
11834	CABLECAST COMMUNITY MEDIA	E 01 005 110 000 000 401	CH12 RENEWAL	\$7,090.00
<b>11834 Total</b>				<b><u>\$7,090.00</u></b>
11835	CENTURY LINK	E 01 005 605 000 311 320	PHONE	\$99.11
11835	CENTURY LINK	E 01 005 605 000 311 320	PHONE	\$99.11
<b>11835 Total</b>				<b><u>\$198.22</u></b>
11836	CHRISTENSEN PARTS	E 03 005 760 000 720 401	Oil & Filters	\$46.30
11836	CHRISTENSEN PARTS	E 03 005 760 000 720 401	Parts	\$10.77
<b>11836 Total</b>				<b><u>\$57.07</u></b>
11837	CULLIGAN WATER CONDITIONING	E 01 302 810 000 000 350	Commercial softener rental	\$39.00
<b>11837 Total</b>				<b><u>\$39.00</u></b>
11838	DEMCO INC	E 01 101 620 000 000 401	3/4" Color-Coding Dot Labels Orange 500/Roll S	\$55.93
11838	DEMCO INC	E 01 101 620 000 000 401	3/4" Color-Coding Dot Labels Red 500/Roll SKU	\$55.93
11838	DEMCO INC	E 01 101 620 000 000 401	Freight	\$12.30
11838	DEMCO INC	E 01 101 620 000 000 401	Color-Tinted Label Protectors 2" x 3" Rose 250/	\$144.24
11838	DEMCO INC	E 01 101 620 000 000 401	Color-Tinted Label Protectors 2" x 3" Aqua 250/	\$144.24
11838	DEMCO INC	E 01 101 620 000 000 401	Color-Tinted Label Protectors 2" x 3" Light Blue	\$144.24
11838	DEMCO INC	E 01 101 620 000 000 401	Color-Tinted Label Protectors 2" x 3" Orange 25	\$48.08
11838	DEMCO INC	E 01 101 620 000 000 401	Color-Tinted Label Protectors 2" x 3" Gray 250/	\$48.08
11838	DEMCO INC	E 01 101 620 000 000 401	Clear Glossy Label Protectors 1-1/4"H x 3-1/8"	\$310.70
11838	DEMCO INC	E 01 101 620 000 000 401	Avery 5160 Stand Laser Labels 1" x 2-5/8" 3,0C	\$142.28
11838	DEMCO INC	E 01 101 620 000 000 401	Freight	\$108.00
<b>11838 Total</b>				<b><u>\$1,214.02</u></b>
11839	EDWARDS OIL COMPANY	E 03 005 760 000 720 442	Diesel Fuel	\$7,129.19
11839	EDWARDS OIL COMPANY	E 03 005 760 000 720 442	Fuel	\$2,362.68
<b>11839 Total</b>				<b><u>\$9,491.87</u></b>

11840	ENDRESEN SOUND COMPANY	E	01	302	810	000	000	350	Boiler Maint	\$1,374.69
<b>11840 Total</b>										<b><u>\$1,374.69</u></b>
11841	ENTERPRISE RENT A CAR	E	01	005	810	000	000	350	RENTAL DAMAGE	\$470.00
<b>11841 Total</b>										<b><u>\$470.00</u></b>
11842	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332	UTILITIES	\$94.00
11842	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$1,425.67
11842	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332	UTILITIES	\$1,043.00
11842	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$352.62
11842	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332	UTILITIES	\$705.00
11842	EVELETH PUBLIC UTILITIES	E	01	101	810	000	000	330	UTILITIES	\$102.27
11842	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$255.90
11842	EVELETH PUBLIC UTILITIES	E	01	101	810	000	000	330	UTILITIES	\$149.27
11842	EVELETH PUBLIC UTILITIES	E	03	005	760	000	720	330	UTILITIES	\$120.32
11842	EVELETH PUBLIC UTILITIES	E	01	302	810	000	000	330	UTILITIES	\$49.72
11842	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332	UTILITIES	\$94.00
<b>11842 Total</b>										<b><u>\$4,391.77</u></b>
11843	FERGUSON ENTERPRISES LLC #1657	E	01	302	810	000	000	350	Boiler Parts	\$199.10
<b>11843 Total</b>										<b><u>\$199.10</u></b>
11844	GILBERT WATER & LIGHT DEPT	E	01	005	810	000	000	332	UTILITIES	\$65.53
11844	GILBERT WATER & LIGHT DEPT	E	03	005	760	000	720	330	UTILITIES	\$203.19
11844	GILBERT WATER & LIGHT DEPT	E	01	100	810	000	000	330	UTILITIES	\$442.23
11844	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$73.78
11844	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$322.09
11844	GILBERT WATER & LIGHT DEPT	E	01	301	810	000	000	330	UTILITIES	\$153.94
<b>11844 Total</b>										<b><u>\$1,260.76</u></b>
11845	GRANDE ACE HARDWARE	E	01	101	810	000	000	420	Carpenter Supplies	\$4.66
11845	GRANDE ACE HARDWARE	E	01	112	810	000	000	420	Carpenter Supplies	\$45.73
11845	GRANDE ACE HARDWARE	E	01	112	810	000	000	420	Garden Sprayer	\$47.98
11845	GRANDE ACE HARDWARE	E	01	112	810	000	000	420	Fasteners	\$5.44
11845	GRANDE ACE HARDWARE	E	01	112	810	000	000	410	Keys	\$14.95
11845	GRANDE ACE HARDWARE	E	01	300	810	000	000	410	Custodial Supplies	\$76.13
11845	GRANDE ACE HARDWARE	E	01	300	810	000	000	420	Plumber Parts	\$11.56
11845	GRANDE ACE HARDWARE	E	01	112	810	000	000	410	Grounds Supplies	\$13.49
<b>11845 Total</b>										<b><u>\$219.94</u></b>
11846	HILLYARD / HUTCHINSON	E	01	300	810	000	000	410	Custodial Supplies	\$2,506.27
<b>11846 Total</b>										<b><u>\$2,506.27</u></b>
11847	HORIZON CPO	E	01	300	810	000	000	350	Pool Chemicals	\$3,519.40
<b>11847 Total</b>										<b><u>\$3,519.40</u></b>
11848	KIEFER AQUATICS	E	01	302	296	706	000	430	Item #S11875 Stretch Cords Yellow	\$79.10
11848	KIEFER AQUATICS	E	01	302	294	706	000	430	Item #S11875 Stretch Cords Green	\$79.10
11848	KIEFER AQUATICS	E	01	302	296	706	000	430	Item #S11875 Stretch Cord Red	\$79.10
<b>11848 Total</b>										<b><u>\$237.30</u></b>
11849	L & M SUPPLY INC	E	01	005	810	000	000	350	Safety Boots	\$109.99
11849	L & M SUPPLY INC	E	01	005	810	000	000	350	Gas Can	\$20.99
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Fasteners	\$3.18
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Tire w Rim	\$39.98
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Tie Down	\$59.98
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Coupling	\$1.19
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Nozzle	\$26.97
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Top Soil	\$38.24
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Top Soil	\$40.00
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Fuel Can	\$45.98
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Sprayer Pump	\$24.99

11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Garden Hose	\$49.99
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Trimmer Line	\$15.99
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Pruner Bypass	\$22.99
11849	L & M SUPPLY INC	E	01	300	810	000	000	420	Lopper Bypass	\$39.99
<b>11849 Total</b>										<b><u>\$540.45</u></b>
11850	MARIUCCI VIDEO PRODUCTION INC	E	01	005	110	000	000	401	CH12 MGMT FEES	\$2,206.67
<b>11850 Total</b>										<b><u>\$2,206.67</u></b>
11851	MENARDS	E	01	300	810	000	000	420	Pool Supplies	\$3.97
11851	MENARDS	E	01	300	810	000	000	350	Pallet Jack	\$369.99
11851	MENARDS	E	01	302	810	000	000	350	Plumber Supplies	\$13.78
<b>11851 Total</b>										<b><u>\$387.74</u></b>
11852	MESABI SIGN CO INC	E	01	300	810	000	000	350	Sign Repairs	\$3,467.00
<b>11852 Total</b>										<b><u>\$3,467.00</u></b>
11853	METRO SALES INC	E	01	101	203	000	000	386	118611	\$60.00
11853	METRO SALES INC	E	01	302	211	000	000	386	107595	\$16.38
<b>11853 Total</b>										<b><u>\$76.38</u></b>
11854	MIDWEST BUS PARTS INC	E	03	005	760	000	720	401	Rubber Seal	\$93.05
11854	MIDWEST BUS PARTS INC	E	03	005	760	000	720	401	Bus Parts	\$265.90
<b>11854 Total</b>										<b><u>\$358.95</u></b>
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$312.33
11855	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$3,491.01
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$3,367.08
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$3,575.27
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$21.39
11855	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$18.37
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$29.82
11855	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$17.72
11855	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$189.91
11855	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$23.11
<b>11855 Total</b>										<b><u>\$11,046.01</u></b>
11856	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$219.15
11856	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$438.30
11856	MN ENERGY RESOURCES CORP	E	01	302	810	000	000	440	UTILITIES	\$13.55
<b>11856 Total</b>										<b><u>\$671.00</u></b>
11857	NEXTERA COMMUNICATIONS	E	01	005	105	000	000	320	PHONE	\$670.77
<b>11857 Total</b>										<b><u>\$670.77</u></b>
11858	NORTHERN MN DENTAL INC	B	01	215	002				DENTAL	\$4,171.60
<b>11858 Total</b>										<b><u>\$4,171.60</u></b>
11859	NORTHLAND CONSULTING ENGINEERS	E	01	300	810	000	000	350	HVS KILN ROOM CEILING	\$925.00
<b>11859 Total</b>										<b><u>\$925.00</u></b>
11860	NORTHLAND LAWN AND SPORT	E	03	005	760	000	720	401	Filter & Grease	\$15.67
<b>11860 Total</b>										<b><u>\$15.67</u></b>
11861	NORTHLAND TRUST SERVICES INC	E	47	005	910	000	000	720	OPEB SERIES 2017A	\$6,075.00
<b>11861 Total</b>										<b><u>\$6,075.00</u></b>
11862	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	Filter & Oil	\$83.57
11862	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	Filter	\$15.35
<b>11862 Total</b>										<b><u>\$98.92</u></b>
11863	RANGE PAPER CORPORATION	E	01	118	810	000	000	410	Soap	\$507.70
<b>11863 Total</b>										<b><u>\$507.70</u></b>
11864	STATE CHEMICAL SOLUTIONS	E	01	300	810	000	000	410	Drain Rocket	\$741.00
11864	STATE CHEMICAL SOLUTIONS	E	01	300	810	000	000	410	Magic Mat Green Tea	\$107.00

11864	STATE CHEMICAL SOLUTIONS	E	01	300	810	000	000	410	Pile Driver	\$273.00
11864	STATE CHEMICAL SOLUTIONS	E	01	300	810	000	000	410	Shipping	\$97.67
<b>11864 Total</b>										<b><u>\$1,218.67</u></b>
11865	SUPER ONE	E	01	302	250	000	000	430	FACS SUPPLIES	\$5.95
11865	SUPER ONE	E	01	005	810	000	000	401	SUPPLIES	\$14.66
<b>11865 Total</b>										<b><u>\$20.61</u></b>
11866	VC3 INC	E	01	005	605	000	000	434	CW Cloud AntiVirus for 16 computers in July 20	\$32.00
<b>11866 Total</b>										<b><u>\$32.00</u></b>
11867	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$332.28
<b>11867 Total</b>										<b><u>\$332.28</u></b>
11868	AMAZON CAPITAL SERVICES INC	E	01	005	020	000	000	401	General Supplies	\$39.95
<b>11868 Total</b>										<b><u>\$39.95</u></b>
11869	AMPLIFIED IT	E	01	005	606	000	000	311	Prof Tech Services	\$155.23
<b>11869 Total</b>										<b><u>\$155.23</u></b>
11870	APG MEDIA OF MN	E	01	005	606	000	000	311	Prof Tech Services	\$2,683.63
<b>11870 Total</b>										<b><u>\$2,683.63</u></b>
11871	ARCHITECTURAL TESTING INC	E	06	116	870	000	000	311	Prof Tech Services	\$2,480.00
<b>11871 Total</b>										<b><u>\$2,480.00</u></b>
11872	ARROWHEAD CONSULTING & TESTING INC	E	06	005	870	000	000	311	Prof Tech Services	\$21,935.00
<b>11872 Total</b>										<b><u>\$21,935.00</u></b>
11873	ARROWHEAD REGIONAL COMPUTING CONSOR	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$150.00
<b>11873 Total</b>										<b><u>\$150.00</u></b>
11874	AVS	E	01	005	606	000	000	401	General Supplies	\$59.00
<b>11874 Total</b>										<b><u>\$59.00</u></b>
11875	BSN SPORTS LLC	E	01	300	294	701	000	430	Instruct Supplies	\$2,230.00
11875	BSN SPORTS LLC	E	01	300	294	701	000	430	Instruct Supplies	\$1,085.65
<b>11875 Total</b>										<b><u>\$3,315.65</u></b>
11876	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$682.50
<b>11876 Total</b>										<b><u>\$682.50</u></b>
11877	COOLE SCHOOL	E	01	101	203	404	000	430	AS PER ATTACHED QUOTE CS-18674	\$848.25
11877	COOLE SCHOOL	E	01	116	203	000	000	430	AS PER ATTACHED QUOTE CS-18997	\$1,174.28
<b>11877 Total</b>										<b><u>\$2,022.53</u></b>
11878	DALCO	E	01	112	810	000	000	410	Custodial Supplies	\$192.67
<b>11878 Total</b>										<b><u>\$192.67</u></b>
11879	DISCOUNT SCHOOL SUPPLY	E	04	500	582	000	344	401	AS PER ATTACHED	\$2,489.11
<b>11879 Total</b>										<b><u>\$2,489.11</u></b>
11880	EDUCATORS BENEFIT CONSULTANTS	E	01	005	110	000	000	311	Prof Tech Services	\$245.61
<b>11880 Total</b>										<b><u>\$245.61</u></b>
11881	EMC INSURANCE COMPANIES	E	01	005	940	000	000	341		\$2,098.85
11881	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340		\$33,954.87
11881	EMC INSURANCE COMPANIES	E	03	005	760	000	720	340		\$4,081.57
<b>11881 Total</b>										<b><u>\$40,135.29</u></b>
11882	FROSTY FRUIT	E	01	300	214	038	000	401	General Supplies	\$1,538.00
<b>11882 Total</b>										<b><u>\$1,538.00</u></b>
11883	FUN EXPRESS LLC	E	01	112	203	401	000	430	DIY FLOWERPOTS - 12 PC	\$39.98
11883	FUN EXPRESS LLC	E	01	112	203	401	000	430	STAR STUDENT DOG TAG NECKLACES - 12 PC	\$26.52
11883	FUN EXPRESS LLC	E	01	112	203	401	000	430	PONY BEADS BRACELETS - 24 PC	\$14.38
11883	FUN EXPRESS LLC	E	01	112	203	401	000	430	BULK 260 PC 7MM BRIGHT ALPHABET CUBE BE/	\$7.99
11883	FUN EXPRESS LLC	E	01	112	203	401	000	430	Freight	\$9.95
<b>11883 Total</b>										<b><u>\$98.82</u></b>
11884	HAINERY CASSANDRA	E	01	005	107	050	000	401	General Supplies	\$2,215.56
<b>11884 Total</b>										<b><u>\$2,215.56</u></b>

11885	HALLBERG ENGINEERING	E	06	116	870	000	000	311	Prof Tech Services	\$4,000.00
<b>11885 Total</b>										<b><u>\$4,000.00</u></b>
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$90.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$360.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$100.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$120.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$45.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$300.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$45.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$90.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$90.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$360.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$525.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$360.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
11886	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$90.00
<b>11886 Total</b>										<b><u>\$3,455.00</u></b>
11887	HUNT ELECTRIC CORPORATION	E	06	300	870	000	000	555	Technology Equip	\$2,460.00
11887	HUNT ELECTRIC CORPORATION	E	06	300	870	000	000	555	Technology Equip	\$2,800.00
11887	HUNT ELECTRIC CORPORATION	E	06	300	870	000	000	555	Technology Equip	\$270.00
<b>11887 Total</b>										<b><u>\$5,530.00</u></b>
11888	IMSE	E	01	112	203	000	000	401	OG+ DECODABLE READERS SET B - PRINTED	\$120.00
11888	IMSE	E	01	112	203	000	000	401	OG+ DECODABLE READERS SET C - PRINTED	\$120.00
11888	IMSE	E	01	112	203	000	000	401	SHIPPING	\$28.80
<b>11888 Total</b>										<b><u>\$268.80</u></b>
11889	INTER CITY OIL INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$334.49
<b>11889 Total</b>										<b><u>\$334.49</u></b>
11890	IRON RANGE CONFERENCE	E	01	300	292	000	000	820	Dues/Mmbrshp/License	\$750.00
<b>11890 Total</b>										<b><u>\$750.00</u></b>
11891	IRON RANGE ROTARY CLUB	E	01	005	020	000	000	401	General Supplies	\$175.00
<b>11891 Total</b>										<b><u>\$175.00</u></b>
11892	ISD #318	E	01	300	294	701	000	364	Entry Fees/Student Travel	\$75.00
<b>11892 Total</b>										<b><u>\$75.00</u></b>
11893	LAKESHORE LEARNING MATERIALS	E	01	112	203	402	000	430	FG465X, CLASSIC PRIMARY COMPOSITION BOOI	\$55.08
11893	LAKESHORE LEARNING MATERIALS	E	01	112	203	402	000	430	GG864, FORCE AND MOTION BOOK LIBRARY	\$28.98
11893	LAKESHORE LEARNING MATERIALS	E	01	112	203	402	000	430	LA820X, LAKESHORE NO-SPILL PAINT CUPS - SET	\$56.97
<b>11893 Total</b>										<b><u>\$141.03</u></b>
11894	MANNI SCOTT	E	01	116	203	000	000	430	Instruct Supplies	\$93.84
<b>11894 Total</b>										<b><u>\$93.84</u></b>
11895	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$267.75
11895	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$1,454.27

11895	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$17.98
11895	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$68.28
11895	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$71.48
<b>11895 Total</b>										<b><u>\$1,879.76</u></b>
11896	MESABI SIGN CO INC	E	05	112	850	000	302	311	Prof Tech Services	\$5,142.24
<b>11896 Total</b>										<b><u>\$5,142.24</u></b>
11897	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$404.00
11897	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$229.88
11897	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$3,795.56
<b>11897 Total</b>										<b><u>\$4,429.44</u></b>
11898	MINNESOTA ENERGY RESOURCES	E	01	005	810	000	000	440	Fuel For Buildings	\$63.88
<b>11898 Total</b>										<b><u>\$63.88</u></b>
11899	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$850.00
11899	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$595.00
11899	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$850.00
11899	MINNESOTA TELECOMMUNICATIONS	E	04	500	505	000	321	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$1,408.47
11899	MINNESOTA TELECOMMUNICATIONS	E	02	005	770	000	701	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	E	01	302	810	000	000	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	E	01	300	211	000	000	320		\$444.78
11899	MINNESOTA TELECOMMUNICATIONS	E	01	117	810	000	000	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	E	01	112	203	000	000	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	E	01	005	810	000	000	320		\$3,409.98
11899	MINNESOTA TELECOMMUNICATIONS	E	01	005	606	000	000	320		\$815.43
11899	MINNESOTA TELECOMMUNICATIONS	E	01	005	020	000	000	320		\$222.39
11899	MINNESOTA TELECOMMUNICATIONS	R	01	005	000	000	000	099	Miscellaneous	\$5,559.00
<b>11899 Total</b>										<b><u>\$15,267.00</u></b>
11900	NASCO	E	01	112	212	000	000	430	Instruct Supplies	\$57.24
11900	NASCO	E	01	101	240	000	000	430	Instructional Supply	\$121.24
<b>11900 Total</b>										<b><u>\$178.48</u></b>
11901	NEXTERA COMMUNICATIONS	E	01	112	203	000	000	320		\$34.80
11901	NEXTERA COMMUNICATIONS	E	01	005	810	000	000	320		\$391.46
11901	NEXTERA COMMUNICATIONS	E	01	005	606	000	000	320		\$130.49
11901	NEXTERA COMMUNICATIONS	E	01	005	020	000	000	320		\$34.80
11901	NEXTERA COMMUNICATIONS	E	04	500	505	000	321	320		\$34.80
11901	NEXTERA COMMUNICATIONS	E	03	005	760	000	720	320		\$69.59
11901	NEXTERA COMMUNICATIONS	E	02	005	770	000	701	320		\$34.80
11901	NEXTERA COMMUNICATIONS	E	01	302	810	000	000	320		\$34.80
11901	NEXTERA COMMUNICATIONS	E	01	300	211	000	000	320		\$69.59
11901	NEXTERA COMMUNICATIONS	E	01	117	810	000	000	320		\$34.80
<b>11901 Total</b>										<b><u>\$869.93</u></b>
11902	NSPRA	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$295.00
<b>11902 Total</b>										<b><u>\$295.00</u></b>
11903	PARALLEL TECHNOLOGIES INC	E	06	300	870	000	000	555	Technology Equip	\$2,937.64
11903	PARALLEL TECHNOLOGIES INC	E	06	300	870	000	000	555	Technology Equip	\$2,937.64
<b>11903 Total</b>										<b><u>\$5,875.28</u></b>
11904	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$63.00
11904	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$65.88
11904	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$48.00
<b>11904 Total</b>										<b><u>\$176.88</u></b>
11905	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$7.59
<b>11905 Total</b>										<b><u>\$7.59</u></b>

11906	RAM	B	01	215	270			Payroll Deductions-WC	\$11,560.91	
<b>11906 Total</b>									<b><u>\$11,560.91</u></b>	
11907	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$500.29
<b>11907 Total</b>									<b><u>\$500.29</u></b>	
11908	REALLY GOOD STUFF LLC	E	01	112	203	402	000	430	161950, HAPPY BIRTHDAY FIESTA PENCILS	\$8.54
11908	REALLY GOOD STUFF LLC	E	01	112	203	402	000	430	167342BLD, PENCIL PALS	\$25.64
11908	REALLY GOOD STUFF LLC	E	01	112	203	402	000	430	163444, CLASSROOM MANAGEMENT RAINBOV	\$9.49
11908	REALLY GOOD STUFF LLC	E	01	116	203	404	000	430	172436, REALLY GOOD STUFF BOHO MONTHLY	\$13.77
11908	REALLY GOOD STUFF LLC	E	01	116	203	404	000	430	158506, MULTIPLICATION CHART STICK-IT NOTE	\$17.08
11908	REALLY GOOD STUFF LLC	E	01	112	407	000	740	433	166264, MAGNETIC ALPHABET ARC AND TASK	\$69.34
11908	REALLY GOOD STUFF LLC	E	01	112	407	000	740	433	159618, ALL ABOUT LETTERS POCKET CHART	\$39.89
11908	REALLY GOOD STUFF LLC	E	01	112	407	000	740	433	161724, NUMBER OF THE DAY-SPACE SAVER PI	\$28.49
11908	REALLY GOOD STUFF LLC	E	01	112	407	000	740	433	167246, CALMING TWISTS	\$34.67
<b>11908 Total</b>									<b><u>\$246.91</u></b>	
11909	REHABMART LLC	E	06	116	870	000	000	530	SKU: SPW-1007, GLIDER BOLSTER MODEL: MINI	\$1,037.80
11909	REHABMART LLC	E	06	116	870	000	000	530	SKU: HRK-JL-QPUT-WRAB, POD SENSORY SWING	\$79.99
11909	REHABMART LLC	E	06	116	870	000	000	530	SKU: SPW-120090, FLYING PURPLE PEOPLE EATI	\$623.20
<b>11909 Total</b>									<b><u>\$1,740.99</u></b>	
11910	RIDDELL / ALL AMERICAN SPORTS CORP	E	01	300	294	701	000	430	Instruct Supplies	\$320.00
<b>11910 Total</b>									<b><u>\$320.00</u></b>	
11911	ROCHESTER 100 INC	E	01	112	203	000	000	401	90051-K, NICKY'S COMMUNICATOR ENGLISH, RI	\$145.00
11911	ROCHESTER 100 INC	E	01	112	203	000	000	401	90058-K, NICKY'S COMMUNICATOR ENGLISH, YI	\$145.00
11911	ROCHESTER 100 INC	E	01	112	203	000	000	401	90056-K, NICKY'S COMMUNICATOR ENGLISH, RI	\$145.00
11911	ROCHESTER 100 INC	E	01	112	203	000	000	401	90059-K, NICKY'S COMMUNICATOR ENGLISH, RI	\$145.00
11911	ROCHESTER 100 INC	E	04	500	582	000	344	401	AS PER ATTACHED QUOTE	\$203.00
11911	ROCHESTER 100 INC	E	01	005	030	000	000	401	AS PER ATTACHED QUOTE 0017891	\$1,125.50
<b>11911 Total</b>									<b><u>\$1,908.50</u></b>	
11912	SAVVAS LEARNING COMPANY LLC	E	01	101	258	000	000	430	Instructional Supply	\$26,647.92
11912	SAVVAS LEARNING COMPANY LLC	E	01	101	258	000	000	430	Instructional Supply	\$7,404.48
<b>11912 Total</b>									<b><u>\$34,052.40</u></b>	
11913	SCHOOL OUTFITTERS	E	01	116	203	404	000	430	EGG-IAG-1003-10-SO-PK, PACK OF 10 DELUXE O	\$146.30
11913	SCHOOL OUTFITTERS	E	01	116	203	404	000	430	SHIPPING & HANDLING	\$19.18
<b>11913 Total</b>									<b><u>\$165.48</u></b>	
11914	SCHOOL SPECIALTY LLC	E	01	101	203	405	000	430	2028798, HAMMOND & STEPHENS DAILY STUC	\$167.30
11914	SCHOOL SPECIALTY LLC	E	01	112	203	402	000	430	1006297, SPARKLE STARS STICKERS	\$14.16
11914	SCHOOL SPECIALTY LLC	E	01	112	203	402	000	430	405893, CREATIVITY STREET WOOD PEOPLE CR	\$7.34
11914	SCHOOL SPECIALTY LLC	E	01	112	203	402	000	430	007626, CRAYOLA DRAWING CHALK	\$20.21
11914	SCHOOL SPECIALTY LLC	E	01	112	203	402	000	430	1301559, CARDSTOCK	\$12.86
11914	SCHOOL SPECIALTY LLC	E	01	112	203	402	000	430	1570437, STAR INCENTIVE PAD	\$9.48
<b>11914 Total</b>									<b><u>\$231.35</u></b>	
11915	STEVE RUMMLER HOPE NETWORK	E	05	300	865	000	347	401	General Supplies	\$240.00
<b>11915 Total</b>									<b><u>\$240.00</u></b>	
11916	STUBBS TERESE	E	03	005	750	000	720	311	Prof Tech Services	\$98.00
<b>11916 Total</b>									<b><u>\$98.00</u></b>	
11917	SWANK MOVIE LICENSING USA	E	01	005	606	000	000	311	Prof Tech Services	\$569.00
<b>11917 Total</b>									<b><u>\$569.00</u></b>	
11918	TEACHER DIRECT	E	01	112	407	000	740	433	348-E556 ELM, ELMERS DISAPPEARING PURPLE	\$24.88
11918	TEACHER DIRECT	E	01	112	407	000	740	433	348-088W TT, TIME TIMER ORIGINAL 8"	\$36.88
11918	TEACHER DIRECT	E	01	112	407	000	740	433	348-12712 TPG, THE PINCH GRIP	\$24.48
11918	TEACHER DIRECT	E	01	112	407	000	740	433	R33012AN MMM, POST IT NOTES REFILL ASSOI	\$30.88
<b>11918 Total</b>									<b><u>\$117.12</u></b>	

11919	VIGER SANDRA	E 01 005 640 000 316 366	Travel	\$56.73
11919	VIGER SANDRA	E 01 005 110 000 000 329	Postage	\$462.00
<b>11919 Total</b>				<b><u>\$518.73</u></b>
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 333		\$5.10
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 332		\$20.50
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 440		\$9.00
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 331	Electricity	\$12,598.26
11920	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 334	Garbage	\$82.20
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 333		\$63.60
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 332		\$249.25
11920	VIRGINIA PUBLIC UTILITIES	E 01 300 810 000 000 440		\$9.00
11920	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 333		\$102.60
11920	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 332		\$65.50
11920	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 331		\$101.58
11920	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 440		\$9.00
11920	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 334		\$538.50
11920	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 333		\$102.60
11920	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 332		\$58.00
11920	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 331		\$2,526.15
11920	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 440		\$95.25
<b>11920 Total</b>				<b><u>\$16,636.09</u></b>
11921	VISIONARY TEKNOLOGIES LTD	E 06 300 870 000 000 311	Prof Tech Services	\$500.00
11921	VISIONARY TEKNOLOGIES LTD	E 06 300 870 000 000 311	Prof Tech Services	\$54,600.00
<b>11921 Total</b>				<b><u>\$55,100.00</u></b>
11922	W A FISHER COMPANY	E 01 300 292 000 000 401	General Supplies	\$320.00
11922	W A FISHER COMPANY	E 01 005 107 050 000 401	General Supplies	\$915.50
11922	W A FISHER COMPANY	E 01 005 110 000 000 401	General Supplies	\$415.00
<b>11922 Total</b>				<b><u>\$1,650.50</u></b>
11923	WINTER MARK	E 01 300 211 000 000 401	General Supplies	\$154.86
<b>11923 Total</b>				<b><u>\$154.86</u></b>
11924	ALL STAR TROPHY AND AWARDS INC	E 01 300 294 713 000 430	Instruct Supplies	\$29.00
<b>11924 Total</b>				<b><u>\$29.00</u></b>
11925	CHRISTENSEN PARTS	E 01 005 810 000 000 420	Repair Supplies	\$32.83
<b>11925 Total</b>				<b><u>\$32.83</u></b>
11926	CUNINGHAM GROUP	E 06 300 870 000 000 311	Prof Tech Services	\$3,063.20
11926	CUNINGHAM GROUP	E 06 116 870 000 000 311	Prof Tech Services	\$11,910.00
<b>11926 Total</b>				<b><u>\$14,973.20</u></b>
11927	EDWARDS OIL COMPANY	E 03 005 760 000 720 442	Vehicle Gas & Oil	\$2,627.20
<b>11927 Total</b>				<b><u>\$2,627.20</u></b>
11928	FISHER TRACKS INC	E 06 300 870 000 000 311	Prof Tech Services	\$3,638.47
<b>11928 Total</b>				<b><u>\$3,638.47</u></b>
11929	HAWK CONSTRUCTION INC	E 06 300 870 000 000 520	Bldg Improvements	\$23,919.78
11929	HAWK CONSTRUCTION INC	E 06 300 870 000 000 520	Bldg Improvements	\$18,043.18
<b>11929 Total</b>				<b><u>\$41,962.96</u></b>
11930	ISD #6076	E 01 998 211 000 303 390	Pmt Educ Pur MN Dist	\$27,568.60
<b>11930 Total</b>				<b><u>\$27,568.60</u></b>
11931	LAMPPA JOSHUA	E 01 300 292 000 000 366	Travel	\$863.44
<b>11931 Total</b>				<b><u>\$863.44</u></b>
11932	MACKIN EDUCATIONAL RESOURCES	E 01 116 620 000 000 401	General Supplies	\$894.12
<b>11932 Total</b>				<b><u>\$894.12</u></b>
11933	NORTHSTAR INSULATING SYSTEMS INC	E 06 300 870 000 000 520	Bldg Improvements	\$12,996.73
<b>11933 Total</b>				<b><u>\$12,996.73</u></b>

11934	NTS	E 06 116 870 000 000 311	Prof Tech Services	\$804.80
<b>11934 Total</b>				<b><u>\$804.80</u></b>
11935	PLTW	E 01 005 203 051 000 430	Instructional Supply	\$950.00
<b>11935 Total</b>				<b><u>\$950.00</u></b>
11936	RJ MECHANICAL INC	E 06 300 870 000 000 520	Bldg Improvements	\$141,335.85
<b>11936 Total</b>				<b><u>\$141,335.85</u></b>
11937	SAAFE LLC	E 06 300 870 000 000 520	Bldg Improvements	\$5,661.93
<b>11937 Total</b>				<b><u>\$5,661.93</u></b>
11938	TODD SIGNS	E 06 300 870 000 000 311	Prof Tech Services	\$5,795.00
<b>11938 Total</b>				<b><u>\$5,795.00</u></b>
11939	WL HALL COMPANY	E 06 300 870 000 000 520	Bldg Improvements	\$15,599.39
<b>11939 Total</b>				<b><u>\$15,599.39</u></b>
11940	J W PEPPER & SON INC	E 01 300 259 002 000 430	Instruct Supplies	\$472.99
<b>11940 Total</b>				<b><u>\$472.99</u></b>
11941	MINNESOTA POWER	E 01 005 810 000 000 331	Electricity	\$4,108.77
<b>11941 Total</b>				<b><u>\$4,108.77</u></b>
11942	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$43.78
11942	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$65.88
11942	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$48.00
<b>11942 Total</b>				<b><u>\$157.66</u></b>
11943	VERIZON	E 01 005 690 000 000 320	Comm Telephone	\$105.14
<b>11943 Total</b>				<b><u>\$105.14</u></b>
11944	MINNESOTA POWER	E 01 005 810 000 000 331	Electricity	\$3,333.51
<b>11944 Total</b>				<b><u>\$3,333.51</u></b>
290870-290871	PAYROLL 08/15/23			\$670,126.71
	OASDI			\$39,759.06
	MEDICARE			\$9,302.16
	PERA			\$9,777.13
	TRA			\$46,159.32
	TSA MATCH			\$4,397.47
			<b>TOTAL DISBURSEMENTS &amp; PAYROLL</b>	<b><u>\$1,378,474.88</u></b>

Seconded by

that the above resolution be adopted.

Resolution adopted August 28, 2023.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairperson



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: July 27, 2020*

*Revised: January 10, 2022*

*Revised: \_\_\_\_\_*

## **102 EQUAL EDUCATIONAL OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate

in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** Policy 413 (Harassment and Violence)  
Policy 521 (Student Disability Nondiscrimination)  
Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure And Process)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: July 27, 2020*

*Revised: November 14, 2022*

*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, nonintoxicating cannabinoids, (~~including~~ edible cannabinoid products), and controlled substances without a physician's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, (~~including~~ edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, (~~including~~ edible cannabinoid products), or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### **III. DEFINITIONS**

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled

substance as defined in Schedules I through V of the Controlled Substances Act, 21 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~~ injection, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health (“Commissioner”).
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “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.
- J. “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 means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

#### 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, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

#### V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, 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.
- 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, nonintoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products 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, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
  - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
  - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to

opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

## VII. 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, and (including edible cannabinoid products).
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

### B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

**Legal References:** [Minn. Stat. § 120B.215 \(Education on Cannabis Use and Substance Use\)](#)  
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. § 152.01, Subd. 15a \(Definitions\)](#)  
[Minn. Stat. § 152.0264 \(Cannabis Sale Crimes\)](#)  
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
[Minn. Stat. § 169A.31 \(Alcohol-Related School Bus or Head Start Bus Driving\)](#)  
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. § 342.09 \(Personal Adult Use of Cannabis\)](#)  
[Minn. Stat. § 342.56 \(Limitations\)](#)  
Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

**Cross References:** 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 Parkway

*Adopted: July 27, 2020*

*Revised: \_\_\_\_\_*

**419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

**II. GENERAL STATEMENT OF POLICY**

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- 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 person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device ~~does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.~~ excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco ~~excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose~~ drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- D. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or

derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

“Vaping” means using an activated electronic delivery device or heated tobacco product.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

#### **V. VAPING PREVENTION INSTRUCTION**

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health’s school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district’s locally developed health standards.

#### **VI. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

## **VI. DISSEMINATION OF POLICY**

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** [Minn. Stat. § 120B.238 \(Vaping Awareness and Prevention\)](#)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 506 (Student Discipline)  
~~[MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior](#)~~



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: \_\_\_\_\_*

## **424 LICENSE STATUS**

### **I. PURPOSE**

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

### **II. GENERAL STATEMENT OF POLICY**

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies, through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website, that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.
- D. The school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

### **III. PROCEDURE**

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must

complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.

- C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.
- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

**Legal References:** Minn. Stat. § 122A.16 (Qualified Teacher Defined)  
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)  
Minn. Stat. § 122A.40, ~~Subd. 13~~ (Employment; Contracts; Termination – Immediate Discharge)  
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)  
*Vettleson v. Special Sch. Dist. No. 1*, 361 N.W.2d 425 (Minn. App. 1985)  
*Lucio v. School Bd. of Independent Sch. Dist. No. 625*, 574 N.W.2d 737 (Minn. App. 1998)  
*In the Matter of the Proposed Discharge of John R. Statz* (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

**Cross References:** None



Rock Ridge Public Schools

1405 Progress Parkway

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*Revised: January 10, 2022*

*Revised: \_\_\_\_\_*

## **425 STAFF DEVELOPMENT AND MENTORING**

### **I. PURPOSE**

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

### **II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS**

A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term\* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term\* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

### III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

- A. The Advisory Staff Development Committee will develop a Staff Development Plan that will be reviewed and subject to approval by the school board twice a year.\*
- B. The Staff Development Plan must contain the following elements:
  1. Staff development outcomes that are consistent with the education outcomes as may be determined periodically by the school board;

#### **We see...**

- An educational environment designed to inspire passion and joy for everyone
- Collaborative educational experiences with immediate real-world applications
- Meaningful integration of community professionals into the daily education of students
- Adaptable learning spaces that will continually meet the needs of an ever-changing workforce

Everyone = [faculty, staff, parents, students, community, visitors, etc.]

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes section 122A.187;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
  - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
  - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
  - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

- d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
  - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
  - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
  - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
  - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
  - c. Maintain a strong subject matter focus premised on students' learning goals consistent Minnesota Statutes section 120B.125;
  - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
  - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
  - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
  - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
  - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

- e. Align with state and local academic standards;
  - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
  - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
  - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
  - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
- 7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
  - 8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
  - D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis\* the extent to which staff at the site have met the outcomes of the Staff Development Plan.
  - E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

- F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the [Minnesota](#) Department of Education ([MDE](#)) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

#### **IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM**

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice a year.\*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

#### **V. STAFF DEVELOPMENT FUNDING**

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and

instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes section 122A.61.

- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds, or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:
1. additional stipends as incentives to mentors of color or who are American Indian;
  2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
  3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
  4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

## **VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS**

- A. On a yearly\* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.\*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

**VII. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF**

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

**VIII. REPORTING**

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
  - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
  - 2. The report will provide a breakdown of expenditures for:

- a. Curriculum development and curriculum training programs;
- b. Staff development training models, workshops, and conferences; and
- c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- 3. The report will be signed by the superintendent and staff development chair.
- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

- Legal References:**
- Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
  - Minn. Stat. § 120A.415 (Extended School Calendar)
  - Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
  - Minn. Stat. § 120B.22, subd. 2 (Violence Prevention Education)
  - [Minn. Stat. § 121A.642 \(Paraprofessional Training\)](#)
  - Minn. Stat. § 122A.187, (Expiration and Renewal)
  - Minn. Stat. § 122A.40, subds. 7, 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
  - Minn. Stat. § 122A.41, subds. 4, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
  - Minn. Stat. § 122A.60 (Staff Development Program)
  - Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
  - Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
  - Minn. Stat. § 123B.147, subd. 3 (Principals)
  - Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
  - Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
  - Minn. Stat. § 126C.10, subds. 2 and 2b (General Education Revenue)
  - Minn. Stat. § 126C.13, subd. 5 (General Education Levy and Aid)

**Cross References:** None.





Rock Ridge Public Schools

1405 Progress Parkway

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*Revised: November 14, 2022*

*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.
  6. Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.
- D. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).
  - 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. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)

*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> 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

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*Revised: October 10, 2022*

*Revised: \_\_\_\_\_*

## **506 STUDENT DISCIPLINE**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

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

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

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

In view of the foregoing and in accordance with Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as

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

### **III. DEFINITIONS**

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

### **IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The

school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

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

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

## V. AREAS OF RESPONSIBILITY

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

a teacher may use reasonable force when it is necessary under the circumstances ~~correct or~~ restrain a student ~~or to~~ prevent imminent bodily harm or death to the student or another.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student ~~or to~~ prevent imminent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a

restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

## **VI. STUDENT RIGHTS**

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

## **VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and

- N. To recognize and respect the rights of others.

## VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
  - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  - 2. The use of profanity or obscene language, or the possession of obscene materials;
  - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
  - 4. Violation of the school district's Hazing Prohibition Policy;
  - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
  - 6. Violation of the school district's Student Attendance Policy;
  - 7. Opposition to authority using physical force or violence;
  - 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school

district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority,

cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;
- ~~22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;~~
- ~~22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;

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

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

## **IX. RECESS AND OTHER BREAKS**

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

responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

## **X. DISCIPLINARY ACTION OPTIONS**

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

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;

- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

**XI. REMOVAL OF STUDENTS FROM CLASS**

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

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

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

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

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

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

- B. If a student is removed from class an excessive number of times in a school year, the school district shall notify the parent or guardian of the student's removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. **Procedures for removal of a student from a class:**

There are many reasons that a student may be removed from class. They include but are not limited to rules violations or the potential of a dangerous situation.

When a student is removed the **first time**, it will be documented by the teacher and the parent will be notified by the teacher. The student may also receive additional disciplinary action.

If a **second** removal occurs, the parent will be notified and a meeting will be held within 48 hours with the student, teacher, parent, and administration. During this meeting the teacher will explain his/her expectations for behavior. The student and parent will have the opportunity to ask any questions they may have with the goal being a solution to the behavioral problem.

If a **third** removal takes place, the student may be removed from the class, assigned study hall, and lose credit. Other solutions may be a class change or alternative programming for the student. A parent meeting may also be held at the request of the teacher when removals have not occurred.

If a student receiving special education services is removed from a class, the above procedures will apply. In addition, the IEP team may need to meet to consider the adequacy of the IEP.

Students serving administratively determined consequences in the school suspension / intervention room / or other disciplinary locations will be ineligible from participating in after school activities, practices, and athletic contests.

- D. All students suspected of using/abusing chemicals will be referred to the building chemical abuse assessment team or appropriate team.
- E. The building team will create procedures for early interventions tied to violations of the code of student conduct. These interventions will include parent involvement, where appropriate.

**IX. DISMISSAL**

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

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

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

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

- 1. Willful violation of any reasonable school board regulation, including those found in this policy;
- 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
- 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Disciplinary Dismissals Prohibited

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

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

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the student’s need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one

school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. ~~The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion

proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe alternative educational services the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and

recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator ~~shall~~ **must** prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ **must** include measures to improve the student's behavior, ~~including which may include~~ completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan ~~must include reasonable attempts to obtain and require~~ parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### **XIV. NOTIFICATION OF POLICY VIOLATIONS**

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

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

#### **XV. STUDENT DISCIPLINE RECORDS**

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

#### **XVI. STUDENTS WITH DISABILITIES**

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

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

behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

## **XVII. OPEN ENROLLED STUDENTS**

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

## **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record

and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

## **XIX. DISTRIBUTION OF POLICY**

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

## **XX. REVIEW OF POLICY**

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

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 121A.60 (Definitions)  
Minn. Stat. § 121A.61 (Discipline and Removal of Student from Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 152.22, Subd. 6 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

***Cross References:*** Policy 413 (Harassment and Violence)  
Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
Policy 501 (School Weapons)  
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
Policy 503 (Student Attendance)  
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
Policy 514 (Bullying Prohibition Policy)  
Policy 524 (Internet Acceptable Use and Safety Policy)  
Policy 525 (Violence Prevention)  
Policy 526 (Hazing Prohibition)  
Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
Policy 610 (Field Trips)  
Policy 709 (Student Transportation Safety Policy)  
Policy 711 (Video Recording on School Buses)  
Policy 712 (Video Surveillance Other Than on Buses)



Rock Ridge Public Schools  
1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: January 10, 2022*

*Revised: \_\_\_\_\_*

## **507 CORPORAL PUNISHMENT AND PRONE RESTRAINT**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

1. “Corporal punishment” means conduct involving:

a. hitting or spanking a person with or without an object; or

b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. “Prone restraint” means placing a child in a face-down position.

### **IV. PROHIBITIONS**

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or

impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

## V. EXCEPTIONS

~~A teacher or school principal may use reasonable force under the conditions set forth in Policy 507 (Student Discipline) when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.~~

## IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

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

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



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: March 27, 2023*

*Revised: \_\_\_\_\_*

## **509 ENROLLMENT OF NONRESIDENT STUDENTS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

### **III. OPEN ENROLLMENT PROCESS**

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

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

#### IV. BASIS FOR DECISIONS

##### A. Standards that may be used for rejection of application.

In addition to the provisions ~~of Paragraph H.A. above~~, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, ~~with the exception of~~ except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

##### B. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

##### C. Application.

The student and parent or guardian must complete and submit ~~a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to “Students and Families,” then, under “School Choice,” select “Open Enrollment.” The form is entitled, “General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education.” the “General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.~~

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~~The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.~~

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~~The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.~~

D. Lotteries.

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

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

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

E. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not

lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

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

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (~~The~~ Pupil Fair Dismissal Act)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 (Definitions)  
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)  
[18 U.S.C. 930, para. \(g\)\(2\) \(Definition of weapon\)](#)

**Cross References:** Policy 506 (Student Discipline)  
Policy 517 (Student Recruiting)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: \_\_\_\_\_*

## **513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN**

### **I. PURPOSE**

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

### **II. GENERAL STATEMENT OF POLICY**

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling, and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

#### **A. Promotion**

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

#### **B. Retention**

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

#### **C. Program Design**

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating the World's Best Workforce.

2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff

development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district ~~will~~ **must** adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
  - a. multiple objective criteria; and
  - b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.
4. The school district ~~will~~ **must** adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
  - a. assess a student's readiness and motivation for acceleration; and
  - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district ~~will~~ **must** adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). ~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners. The comprehensive evaluation must use valid and reliable instrumentation, be aligned with state kindergarten expectations, and include a parental report and teacher observations of the child's knowledge, skills, and abilities.~~ The procedures must be sensitive to underrepresented groups.

**Legal References:** Minn. Stat. § 120B.15 (Gifted and Talented Program)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

**Cross References:** 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 617 (School District Ensurance of Preparatory and High School Standards)  
Policy 618 (Assessment of Student Achievement)  
Policy 620 (Credit for Learning)



Rock Ridge Public Schools

1405 Progress Parkway

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*Revised: \_\_\_\_\_*

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:

1. on school premises, on school district property, at school functions or activities, or on school transportation;

2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or

3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.

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

D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

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Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

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

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

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

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

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

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

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

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

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

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

### III. DEFINITIONS

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

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
  1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
  2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation as defined in this policy .

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or

forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
  - 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
  - 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  - 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “Malicious and sadistic conduct” means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- G. “Prohibited conduct” means bullying, ~~or~~ cyberbullying, malicious and sadistic conduct, sexual exploitation, as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying prohibited conduct.
- H. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. “Student” means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying

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

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent

with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See Policy 506) and other applicable school district policies; and applicable regulations.

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

## **VI. RETALIATION OR REPRISAL**

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

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or

circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See Policy 515) in the student handbook.

## VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy ~~or a summary thereof~~ must be conspicuously posted throughout each school building, in the administrative offices of the school district, and in the office of each school.

- C. This policy must be given distributed to each school employee and independent contractor ~~who regularly interacts with students at the time of initial employment with the school district at the time of hiring or contracting.~~
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Model Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter Schools)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
Policy 413 (Harassment and Violence)

Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
Policy 423 (Employee-Student Relationships)  
Policy 501 (School Weapons Policy)  
Policy 506 (Student Discipline)  
Policy 507 (Corporal Punishment)  
Policy 515 (Protection and Privacy of Pupil Records)  
Policy 521 (Student Disability Nondiscrimination)  
Policy 522 (Title IX Sex Nondiscrimination Policy)  
Policy 524 (Internet Acceptable Use and Safety Policy)  
Policy 525 (Violence Prevention)  
Policy 526 (Hazing Prohibition)  
Policy 529 (Staff Notification of Violent Behavior by Students)  
Policy 709 (Student Transportation Safety Policy)  
Policy 711 (Video Recording on School Buses)  
Policy 712 (Video Surveillance Other Than on Buses)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted:* \_\_\_\_\_

## **516.5 OVERDOSE MEDICATION**

Rock Ridge Public Schools' Policy on the use of emergency drugs for the treatment of drug-related overdoses.

### **I. PURPOSE**

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan) , and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

### **II. GENERAL STATEMENT OF POLICY**

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

### **III. DEFINITIONS**

- A. "Drug-related overdose" means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. "Naloxone Coordinator" is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level

administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

- C. "Opiate" means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. "Opiate Antagonist" means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. "Standing Order" means directions from the school district's medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
  - 1. Administration type
  - 2. Dosage
  - 3. Date of issuance
  - 4. Signature of the authorized provider

#### **IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES**

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.
- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.
- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.
- D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation

team (“District Planning Team”) who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District planning and implementation team will consist of our district Health and Safety committee members, which include the district LSN, the Eveleth and/or Virginia EMC coordinator, and the district’s medical provider that provides a Protocol or Condition Specific Order “standing order” for administration of Naloxone.
2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
  - a. The purchase of “Naloxone Emergency Cabinets” will work with all brands of naloxone. The cabinet will follow the same concepts as an AED. The cabinet will be available in three versions: locking with breakable window/hammer and non-locking version with siren or non-locking with no alarm. The cabinet will include 3D signage above the cabinet. The naloxone cabinet will hold at least one (1) box containing two doses of Narcan and a full-size readable instruction sheet.
  - b. Placement should be next to AEDs in the following locations: Parkview Elementary, Laurentian Elementary, North Star Elementary, Rock Ridge High School (2 locations), and the Rock Ridge Administration Building. Procedurally, this means a total purchase of six (6) two-dose boxes of Nasal Naloxone to place in cabinets.
  - c. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the

limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

- d. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
- e. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
- f. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

- 4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator. The Medical Emergency Response Team (MERT) staff should be trained to administer Naloxone along with building supervisors, including building principals, if not on the MERT team.

E. Site Planning Teams

- 1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
- 2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use

of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

## V. NALOXONE STORAGE

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site. Naloxone will not be provided when school activities are conducted off school grounds.
- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

## VI. PRIVACY PROTECTIONS

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.224 (Opiate Antagonists)  
Minn. Stat. § 144.344 (Emergency Treatment)  
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)  
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.02 (Schedules of Controlled Substances)

Minn. Stat. § 604A.01 (Good Samaritan Law)  
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)  
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)  
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)

Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)  
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

**Cross Reference:** Policy 516 (Student Medication)  
Minnesota Department of Health Toolkit on the Administration of  
Naloxone

<sup>1</sup> Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: July 27, 2020*

*Revised: January 10, 2022*

*Revised: November 14, 2022*

*Revised: \_\_\_\_\_*

## **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. CELL PHONE USE**

1. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.
2. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.
3. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

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

## **XVI. 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.

## **XVII. 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.

**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 (8<sup>th</sup> 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 Parkway

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*Revised: October 24, 2022*

*Revise: \_\_\_\_\_*

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

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

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

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

### **III. DEFINITIONS**

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

- A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime

and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. “Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### **IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

##### **A. Removal By Crisis Team**

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

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

##### **B. Removal By Police Liaison Officer or Peace Officer**

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

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

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

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

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
2. In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:
  - a. Corporal punishment prohibited by Minn. Stat. § 121A.58;
  - b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
  - c. Totally or partially restricting a child's senses as punishment;

- d. Denying or restricting a child’s access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child’s functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
  - e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
  - f. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child’s ability to breathe, restricts or impairs a child’s ability to communicate distress, places pressure or weight on a child’s head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child’s torso;
  - g. Withholding regularly scheduled meals or water; and/or
  - h. Denying a child access to toilet facilities.
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

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

E. Continued Removals; Review of IEP

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

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

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

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

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

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 121A.67, Subd. 2 (Removal by Police Officer)  
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
Minn. Stat. § 609.06 (Authorized Use of Force)  
Minn. Stat. § 609.379 (Permitted Actions)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)  
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

**Cross References:** Policy 506 (Student Discipline)  
Policy 507 (Corporal Punishment)  
Policy 515 (Protection and Privacy of Pupil Records)  
Policy 525 (Violence Prevention)  
Policy 806 (Crisis Management Policy)





Rock Ridge Public Schools

1405 Progress Parkway

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## **534 SCHOOL MEALS POLICY**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

- A. Students have use of a meal account. If the account reaches a negative balance, the student will continue to receive a meal and the account will continue to be charged the cost of the meal.

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

- C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

~~B. If the school district receives school lunch aid under Minnesota Statute section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

~~C. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.~~

D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

E. When a student has a negative account balance, the student will not be allowed to charge a snack item.

F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Families will be notified of an outstanding negative balance.

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing nonreimbursable meals; or affixing stickers, stamps, or pins.

### IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free ~~and or~~ reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent

debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

## V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

**Legal References:** *Minn. Stat. § 123B.37 (Prohibited Fees)*  
*Minn. Stat. § 124D.111, (Lunch Aid; Food Service Accounting)*  
*42 U.S.C. § 1751 et seq. (Healthy and Hunger-Free Kids Act)*  
*7 C.F.R. § 210 et seq. (School Lunch Program Regulations)*  
*7 C.F.R. § 220.8 (School Breakfast Program Regulations)*  
*USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)*  
*USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)*

USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

***Cross References:*** None



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: July 27, 2020*

*Revised: March 27, 2023*

*Revised: \_\_\_\_\_*

## **601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- B. “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. “Culturally sustaining” means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- E. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- F. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.

- G. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- H. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- J. “Performance measures” are measures to determine school district and school site progress in striving to create the world’s best workforce and must include at least the following:
  - 1. the size of the academic achievement gap; **and** rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
  - 2. student performance on the Minnesota Comprehensive Assessments;
  - 3. high school graduation rates; and
  - 4. career and college readiness under Minnesota Statutes section 120B.30, subdivision 1.
- K. “World’s best workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

#### **IV. LONG-TERM STRATEGIC PLAN**

- A. The school board, at a public meeting, **shall must** adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
  - 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in

~~state and federal law~~ Minnesota Statutes, section 120B.345, subdivision 3, paragraph (b)(2).;

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;
3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision 8, or 122A.41, subdivision 5;
4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income ~~and minority children families~~, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
6. education effectiveness practices that
  - a. integrate high-quality instruction, ~~rigorous curriculum~~, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
  - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
  - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working

~~\_\_\_\_\_ with diverse students while developing and supporting develops and  
\_\_\_\_\_ supports~~ teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan; and
8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

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

~~B. School district site and school site goals shall include the following:~~

- ~~1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.\* These skills include the following:
  - ~~a. reading, writing, speaking, listening, and viewing in the English language;~~
  - ~~b. mathematical and scientific concepts;~~
  - ~~c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);~~
  - ~~d. creative and critical thinking, decision making, and study skills;~~
  - ~~e. work readiness skills;~~
  - ~~f. global and cultural understanding.~~~~
- ~~2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
  - ~~a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;~~
  - ~~b. bring many perspectives, including historical, to contemporary issues;~~
  - ~~c. develop an appreciation and respect for democratic institutions;~~
  - ~~d. communicate and relate effectively in languages and with cultures other than the student's own;~~~~

~~e. practice stewardship of the land, natural resources, and environment;~~

~~f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.~~

~~3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.~~

~~4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:~~

~~a. establishing and achieving personal and career goals;~~

~~b. adapting to change;~~

~~c. leading a healthy and fulfilling life, both physically and mentally;~~

~~d. living a life that will contribute to the well-being of society;~~

~~e. becoming a self-directed learner;~~

~~f. exercising ethical behavior.~~

~~5. Students will be given the opportunity to acquire human relations skills necessary to:~~

~~a. appreciate, understand, and accept human diversity and interdependence;~~

~~b. address human problems through team effort;~~

~~c. resolve conflicts with and among others;~~

~~d. function constructively within a family unit;~~

~~e. promote a multicultural, gender fair, disability sensitive society.~~

~~C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic~~

awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. ~~The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~
2. ~~Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~
3. ~~Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.~~
4. ~~The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students with:
  - a. ~~dyslexia, using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist; or~~
  - b. ~~convergence insufficiency disorder.~~~~
5. ~~A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.~~
6. ~~At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
  - a. ~~the student's reading proficiency as measured by a locally adopted assessment;~~
  - b. ~~reading-related services currently being provided to the student and the student's progress; and~~~~

~~e. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.~~

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

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

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

~~C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)~~

**Legal References:** Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.12 (~~Reading Proficiently no Later than the End of Grade 3 Read Act Goal and Interventions~~)

Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)

Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)

Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123B.147, Subd. 3 (Principals)

Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals)

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

***Cross References:*** Policy 104 (School District Mission Statement)  
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 618 (Assessment of Student Achievement)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: March 27, 2023*

*Revised: \_\_\_\_\_*

## **602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY**

### **I. PURPOSE**

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

### **II. GENERAL STATEMENT OF POLICY**

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

### **III. CALENDAR RESPONSIBILITY**

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

#### IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

#### V. E-LEARNING DAYS

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student’s teacher must be accessible both online and by telephone during normal school hours to assist students and parents.
- H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the

duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

***Legal References:***     [Minn. Stat. § 10.55 \(Juneteenth\)](#)  
Minn. Stat. § 120A.40 (School Calendar)  
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)  
Minn. Stat. § 120A.414 (E-Learning Days)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)  
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123A.32 (Interdistrict Cooperation)  
Minn. Stat. § 123A.35 (Cooperation and Combination)  
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)  
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)  
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)  
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)  
[Minn. Stat. § 645.44 \(Words and Phrases Defined\)](#)

***Cross References:***     Policy 425 (Staff Development)



Rock Ridge Public Schools

1405 Progress Parkway

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*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**

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. DISTRICT ADVISORY COMMITTEE**

- A. The school board ~~shall~~ must 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~~ must 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~~ must comprise at least two-thirds of advisory committee members.
- C. The District Advisory Committee ~~shall~~ must 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 school district may establish site teams as subcommittees of the District Advisory Committee.

- E. The District Advisory Committee ~~shall~~ must recommend to the school board
1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 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. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;
  5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and
  6. 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. 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.~~
- ~~B. 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.~~
- A. 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.~~ subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.
  - B. 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.
  - E. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

**Legal References:** [Minn. Stat. § 120A.20 \(Admission to Public School\)](#)  
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)  
Minn. Stat. § 120B.11 (School District Process [for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce](#))

Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)  
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; [Personal Learning Plans](#))  
[Minn. Stat. § 124D.59 \(Definitions\)](#)  
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 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
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 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 Parkway

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*Revised: \_\_\_\_\_*

## 604 INSTRUCTIONAL CURRICULUM

### I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

### II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. ~~Language arts and~~ basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;
5. The arts;
6. Career and technical education; and
7. World languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and ~~all~~ courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. Public elementary and middle schools ~~shall~~ **must** offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: media arts, dance, music, theater, and visual arts.

D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE

frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

### **III. REQUIRED ACADEMIC STANDARDS**

A. The following subject areas are required for statewide accountability:

1. language arts;

2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;

3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;

4. social studies, including history, geography, economics, and government and citizenship that includes civics;

5. physical education;

6. health, for which locally developed academic standards apply; and

7. the arts.

B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools

must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

## **PARENTAL CURRICULUM REVIEW**

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

## **IV. CPR AND AED INSTRUCTION**

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
  - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
  - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

## V. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;
  2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the 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 the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

## **VI. CIVICS TEST**

- A. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.
- B. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Citizenship and Immigration Services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United

States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.

- C. The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.
- D. The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.
- E. The school district may administer civics test questions as part of the social studies curriculum.
- F. The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.
- G. The school district cannot charge a fee related to this requirement.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
[Minn. Stat. § 120B.101 \(Curriculum\)](#)  
Minn. Stat. § 120B.20 (Parental Curriculum Review)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
[Minn. Stat. § 120B.023 \(Benchmarks Implement, Supplement Statewide Academic Standards\)](#)  
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

**Cross References:** Policy 603 (Curriculum Development)  
Policy 605 (Alternative Programs)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: January 25, 2021*

*Revised: October 24, 2022*

*Revised: \_\_\_\_\_*

## **613 GRADUATION REQUIREMENTS**

### **I. PURPOSE**

The purpose of this policy is to set forth requirements for graduation from the school district.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

### **III. DEFINITIONS**

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. “Individualized Education Program” or “IEP” means a written statement developed for a student eligible by law for special education and services.
- C. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- D. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- E. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

### **IV. DISTRICT ASSESSMENT COORDINATOR**

Tara Fierke shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

## V. GRADUATION ASSESSMENT REQUIREMENTS

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- B. Consistent with this paragraph and Minn. Stat. § 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not

required to achieve a specified score or level of proficiency on an assessment to graduate from high school.

- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

## VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
- B. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
- C. An algebra I credit by the end of 8<sup>th</sup> grade sufficient to satisfy all of the 8<sup>th</sup> grade standards in mathematics;
- D. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
- E. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
- G. A minimum of seven elective credits.
- H. Credit equivalencies
  - 1. A one-half credit of economics taught in a school's agriculture, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
  - 2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or

career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph D., above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

## **VII. GRADUATION STANDARDS REQUIREMENTS**

- A. All students must demonstrate their understanding of the following academic standards:
  1. School District Standards, Health (K-12);
  2. School District Standards, Career and Technical Education (K-12); and
  3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis. A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
  1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;
  3. Minnesota Academic Standards, Science K-12;
  4. Minnesota Academic Standards, Social Studies K-12; and
  5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

## VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

***Legal References:*** Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)  
Minn. Stat. § 120B.07 (Early Graduation)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:*** Policy 104 (School District Mission Statement)  
Policy 601 (School District Curriculum and Instruction Goals)  
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)



Rock Ridge Public Schools

1405 Progress Parkway

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*Reviewed: January 10, 2022*

*Revised: October 24, 2022*

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## **616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY**

### **I. PURPOSE**

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding ~~the~~ implementation of the Minnesota K-12 Academic Standards and federal law.

### **II. GENERAL STATEMENT OF POLICY**

Implementation of the Minnesota K-12 Academic Standards and federal law will requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

### **III. DEFINITIONS**

A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.

~~B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.~~

B. “World’s best workforce” means striving to: meet school readiness goals; ~~have all third grade students achieve grade-level literacy~~; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

### **IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
  2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
  3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.
- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40, or 122A.41. All curricula are subject to review on a regular basis.
- C. Implementation of Graduation Requirements
1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
  2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement ~~growth~~ that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By November 1 of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The District Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:
  - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
  - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
  - a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

~~4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:~~

~~a. The Director of Curriculum (or similar educational leader)~~

~~b. Principal~~

~~c. School Board Member~~

~~d. Student Representative~~

~~e. One teacher from each building or instructional level~~

~~f. Two parents from each building or instructional level~~

~~g. Two residents without school-aged children, non-representative of local business or industry~~

~~h. Two residents representative of local business or industry~~

~~i. District Assessment Coordinator (if different from "a." above)~~

5. Translation services should be provided to the extent appropriate and practicable.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress ~~toward Literacy by Grade 3~~, the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, ~~Subd. subdivision~~ 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise,

where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
3. The school district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.
4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

***Legal References:***

Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)  
Minn. Stat. § 120B.36 (School Accountability)  
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)  
Minn. Stat. § 123B.147 (Principals)  
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:*** Policy 104 (School District Mission Statement)  
Policy 601 (School District Curriculum and Instruction Goals)  
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 617 (School District Ensurance of Preparatory and High School Standards)  
Policy 618 (Assessment of Student Achievement)  
Policy 619 (Staff Development for Standards)  
Policy 620 (Credit for Learning)



Rock Ridge Public Schools

1405 Progress Parkway

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## **618 ASSESSMENT OF STUDENT ACHIEVEMENT**

### **I. PURPOSE**

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

### **II. GENERAL STATEMENT OF POLICY**

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

### **III. DEFINITIONS**

~~A. —“Above-grade level” test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student’s grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

A. “Academic standard” means a summary description of student learning in a required content area or elective content area.

~~C. —“Below-grade level” test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student’s current grade level. Notwithstanding the student’s grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

B. “Benchmark” means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

- C. “Career and college ready,” for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.
- ~~F. “Computer adaptive assessments” means fully adaptive assessments.~~
- D. “Cultural competence,” for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.
- E. “Elective standards” means a locally adopted expectation for student learning in career and technical education and world languages.
- F. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.
- ~~G. “Fully adaptive assessments” include on-grade level test items and items that may be above or below a student’s grade level.~~
- ~~K. “On-grade level” test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.~~
- G. “Required standard” means (1) a statewide adopted expectation for student learning in the content areas of ~~English~~ language arts, mathematics, science, social studies, physical education, and the arts, ~~or~~ and (2) a locally adopted expectation for student learning in health ~~or the arts~~.

#### IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

- A. The school board shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.
- B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

## V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

### A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

### B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.
2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
  - a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
  - b. high school reading in grade 10, mathematics in grade 11, and a high school writing test, when it becomes available; and
  - c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.
5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon

as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Minnesota Commissioner of Education must create and publish a form for parents and guardians that:
  - a. explains the need for state academic standards;
  - b. identifies the state assessments that are aligned with state standards;
  - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
  - d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
  - e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and
  - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.
2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

**VI. RIGOROUS COURSE OF STUDY WAIVER**

- A. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:

1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or post-secondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;
  2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program if the student were required to achieve the academic standard to be waived; and
  3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program.
- B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
- C. A student who satisfactorily completes a post-secondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

## **VII. CAREER EXPLORATION ASSESSMENT**

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

- C. All students, except those eligible for alternative assessments, will be encouraged to participate in a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

- D. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

**Legal References:** Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:*** Policy 104 (School District Mission Statement)  
Policy 601 (School District Curriculum and Instruction Goals)  
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)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: July 27, 2020*

*Revised: January 25, 2021*

*Revised: March 27, 2023*

*Revised: \_\_\_\_\_*

## **620 CREDIT FOR LEARNING**

### **I. PURPOSE**

~~The purpose of this policy is to~~ This policy recognizes student achievement ~~which that~~ occurs in postsecondary enrollment options and other advanced enrichment programs. ~~The purpose of~~ This policy also is to recognize student achievement ~~which that~~ occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. ~~The purpose of~~ This policy ~~also is to~~ addresses ~~the~~ transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

### **III. DEFINITIONS**

A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

~~B. “Concurrent enrollment” means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.~~

~~C. “Course” means a course or program.~~

~~B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.~~

~~C. “Commissioner” means the Commissioner of MDE.~~

- ~~D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.~~
- D. “Eligible institution” means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota. An eligible institution must not require a faith statement from a secondary student seeking to enroll in a postsecondary course under this section during the application process or base any part of the admission decision on a student's race, creed, ethnicity, disability, gender, or sexual orientation or religious beliefs or affiliations.
- E. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- ~~G. “Online learning” is a form of digital learning delivered by an approved online learning provider.~~
- ~~H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.~~
- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

#### **IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS**

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
  2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least some credits from the school district.
- B. Transfer of Academic Requirements from Other Schools
1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an

accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

- a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
  - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
  - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
  - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
  - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
  - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

- d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
- e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

## V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the ~~Minnesota Academic Standards content standards~~ academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program ~~that meets or exceeds a graduation standard or requirement shall~~ must be counted toward the graduation ~~and credit~~ and subject area requirements of the district ~~requirements of a student completing the Minnesota Academic Standards.~~
  - 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  - 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
  - 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
  - 4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  - 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the

Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11.

#### ~~VI. CREDIT FROM ONLINE LEARNING COURSES~~

- ~~A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.~~
- ~~B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.~~
- ~~C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.~~

#### VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

## VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

## VIII. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, ~~online learning course~~, or advanced academic credit

course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

**Legal References:** Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.14 (Advanced Academic Credit)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.445 (Nonpublic Education Council)  
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Post-secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

**Cross References:** Policy 104 (School District Mission Statement)  
Policy 601 (School District Curriculum and Instruction Goals)  
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 618 (Assessment of Student Achievement)  
Policy 624 (Online Learning Options)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: \_\_\_\_\_

## 621 LITERACY AND THE READ ACT

**[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]**

### I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

### II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student’s educational experience.

### III. DEFINITIONS

- A. “Evidence-based” means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. “Fluency” means the ability of students to read text accurately, automatically, and with proper expression.
- C. “Foundational reading skills” includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

- D. “Literacy specialist” means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. “Literacy lead” means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. “Multitiered system of support” or “MTSS” means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. “Oral language,” also called “spoken language,” includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. “Phonemic awareness” means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. “Phonics instruction” means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. “Progress monitoring” means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. “Reading comprehension” means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension

skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

- L. “Structured literacy” means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. “Three-cueing system,” also known as “meaning structure visual (MSV),” means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. “Vocabulary development” means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

#### **IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT**

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).
- B. The school district must identify any screener it uses in the district’s annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
  - 1. the student's reading proficiency as measured by a screener approved by MDE;
  - 2. reading-related services currently being provided to the student and the student's progress; and
  - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

#### **V. IDENTIFICATION AND REPORT**

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:
  - 1. a summary of the school district's efforts to screen for dyslexia;
  - 2. the number of students universally screened for that reporting year;
  - 3. the number of students demonstrating characteristics of dyslexia for that year; and
  - 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

## **VI. INTERVENTION**

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

## **VII. LOCAL LITERACY PLAN**

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and

students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
  2. a process to notify and involve parents;
  3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
  4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
  5. identification of staff development needs, including a plan to meet those needs;
  6. the curricula used by school site and grade level;
  7. a statement of whether the school district has adopted a MTSS framework;
  8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
    - a. students in kindergarten through grade 3;
    - b. students who demonstrate characteristics of dyslexia; and
    - c. students in grades 4 to 12 who are identified as not reading at grade level; and
  9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

## **VIII. STAFF TRAINING**

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
  - 1. intervention teachers working with students in kindergarten through grade 12;
  - 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
  - 3. special education teachers;
  - 4. curriculum directors;
  - 5. instructional support staff who provide reading instruction; and
  - 6. employees who select literacy instructional materials for a district.
  
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.
  
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

## **IX. STAFF DEVELOPMENT**

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
  
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
  - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading

skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
  3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
  4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and
  5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

## **X. LITERACY INCENTIVE AID USES**

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

**Legal References:** Minn. Stat. § 120B.1118 (Read Act Definitions)  
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)  
Minn. Stat. § 120B.123 (Read Act Implementation)  
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. Stat. § 124D.98 (Literacy Incentive Aid)  
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

**Cross References:** None



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: March 27, 2023*

## **624 ~~ONLINE LEARNING OPTIONS INSTRUCTION~~**

### **~~I. PURPOSE~~**

~~The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.~~

### **~~II. GENERAL STATEMENT OF POLICY~~**

~~A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.~~

~~B. The school district shall grant academic credit for completing the requirements of an online learning course or program.~~

~~C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.~~

~~D. The school district shall continue to provide non-academic services to online learning students.~~

~~E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.~~

### **~~III. DEFINITIONS~~**

~~A. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.~~

~~B. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.~~

- ~~C. “Enrolling district” means the school district or charter school in which a student is enrolled under Minnesota Statutes section 120A.22, subdivision 4, for purposes of compulsory education.~~
- ~~D. “Full-time online learning provider” means an enrolling school authorized by MDE to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.~~
- ~~E. “Online learning course syllabus” is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.~~
- ~~F. “Online learning” is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.~~
- ~~G. “Online learning student” is a student enrolled in an online learning course or program delivered by an authorized online learning provider.~~
- ~~H. “Online learning provider” is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.~~
- ~~I. “Student” is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minnesota Statutes sections 120A.22 and 120A.24.~~
- ~~J. “Supplemental online learning” means an online learning course taken in place of a course period at a local district school.~~

#### ~~IV. PROCEDURES~~

##### ~~A. Dissemination and Receipt of Information~~

- ~~1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.~~
- ~~2. The school district will receive and maintain information provided to it by online learning providers.~~

- ~~3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.~~
- ~~4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.~~

~~B. Student Enrollment~~

- ~~1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.~~
- ~~2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.~~
- ~~3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.~~
- ~~4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the~~

~~corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.~~

- ~~5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.~~
- ~~6. An online learning student may complete course work at a grade level that is different from the student's current grade level.~~
- ~~7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.~~

~~C. Classroom Membership and Teacher Contact Time~~

- ~~1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.~~
- ~~2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.~~
- ~~3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.~~

- ~~4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minnesota Statutes section 124D.095, subdivision 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.~~

~~D. Academic Credit; Graduation Standards or Requirements~~

- ~~1. The school district shall apply the same graduation requirements to all students, including online learning students.~~
- ~~2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.~~
- ~~3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.~~
- ~~4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.~~
- ~~5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.~~
- ~~6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.~~

~~**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 123B.42, Subd. 1a (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option Act)~~

~~**Cross References:** Policy 509 (Enrollment of Nonresident Students)  
Policy 605 (Alternative Programs)  
Policy 608 (Instructional Services—Special Education)  
Policy 613 (Graduation Requirements)~~

## Policy 620 (Credit for Learning)

### I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

### II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

### III. DEFINITIONS

- A. “Blended instruction” means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. “Digital instruction” means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. “Enrolling district” means the school district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.
- D. “Online course syllabus” means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.
- E. “Online instruction” means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. “Online instructional site” means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. “Online teacher” means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the

appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).

- H. “Student” means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. “Supplemental online course” means an online learning course taken in place of a course provided by the student’s enrolling district under paragraph (C).
- J. “Supplemental online course provider” means a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

#### **IV. DIGITAL INSTRUCTION**

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota’s current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.

- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

## V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
  - 1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
  - 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load; and
  - 3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
  - 1. use an application form specified by MDE;
  - 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
  - 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;

4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
  5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.
- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

## **VI. ENROLLING DISTRICT**

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:
1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
  2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.

- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
  - 1. provides information to students and families about supplemental online courses;
  - 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and
  - 3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

## **VII. REPORTING**

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

**LEGAL REFERENCES:** Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 124D.03 (Enrollment Options Act)

Minn. Stat. § 124D.08 (School Board's Approval to Enroll  
in Nonresident District; Exceptions)  
Minn. Stat. § 124D.094 (Online Instruction Act)  
Minn. Stat. Ch. 124E (Charter Schools)  
Minn. Rules Ch. 8710 (Teacher and Other School  
Professional Licensing)

**CROSS REFERENCES:**

Policy 613 (Graduation Requirements)  
Policy 620 (Credit for Learning)



Rock Ridge Public Schools

1405 Progress Parkway

*Adopted: September 28, 2020*

*Revised: November 14, 2022*

*Revised: \_\_\_\_\_*

## **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 Minnesota Statutes sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district 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 must be provided whether 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.
- 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.

- D. The school district 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.
- 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.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district 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 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.

- 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.
- C. 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.
- E. 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 due process procedures provided for in Minnesota Statutes Chapter 125A.

## **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 (School District Bus Safety Requirements)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (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 (8<sup>th</sup> 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 Parkway

*Adopted: July 27, 2020*

*Revised: November 14, 2022*

*Revised: \_\_\_\_\_*

## **709 STUDENT TRANSPORTATION SAFETY POLICY**

### **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 **School Bus Safety** 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 Minnesota Statutes section 169.446, 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.~~
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. 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.

### C. Active Transportation Safety Training

1. Training required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
  - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and
  - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques.

2. Deadlines.

- a. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.
- b. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.
- c. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.
- d. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.

3. Instruction

- a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

### 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.
- 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.

## 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.
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.
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 Minnesota Statutes section 169.011, 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.~~
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.
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 Minnesota Statutes section 122A.18, subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or 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 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 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 Minnesota Statutes section 171.321, subdivision 5.

- g. A person who sustains a conviction, as defined under Minnesota Statutes 609.02, of violating 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 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 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 Minnesota Statutes section 609.02, of a moving offense in violation of 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 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 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 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 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).
- 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 one (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 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. § 123B.935 \(Active Transportation Safety Training\)](#)

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 (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 Violation by Commercial Driver)  
 Minn. Stat. § 171.169 (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)  
[49 C.F.R. Part 571 \(Federal Motor Vehicle Safety Standards\)](#)

***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 Parkway

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## **806 CRISIS MANAGEMENT POLICY**

### **I. PURPOSE**

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. ~~For purposes of this Policy, the term, “school districts,” shall include charter schools.~~ The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

### **II. GENERAL INFORMATION**

#### **A. The Policy and Plans**

The school district’s Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building’s specific situation and needs.

The school district’s administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other

sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.
2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.
  3. School Emergency Response Teams
    - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.
    - b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include

more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

### **III. PREPARATION BEFORE AN EMERGENCY**

#### **A. Communication**

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

#### **B. Planning and Preparing for Fire**

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minnesota Statutes section 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency

management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.

4. Social/emotional recovery.

#### **IV. ACTIVE SHOOTER DRILL**

##### **A. Definitions**

1. “Active shooter drill” means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. “Active shooter simulation” means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. “Evidence-based” means a program or practice that demonstrates any of the following:
  - a. a statistically significant effect on relevant outcomes based on any of the following:
    - i. strong evidence from one or more well designed and well implemented experimental studies;
    - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
    - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
  - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
4. “Full-scale exercise” means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often

involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. “Functional exercises” means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

#### B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and
5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

#### C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

#### D. Notice

1. The school district must provide notice of a pending active shooter drill to every student’s parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
  - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
  - b. the importance of taking threats seriously and seeking help; and
  - c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
  - a. student opportunities for leadership related to prevention and safety;
  - b. encouragement and support to students in establishing clubs and programs focused on safety; and
  - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

#### H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

#### **IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder

- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

## **VI. MISCELLANEOUS PROCEDURES**

### **A. Chemical Accidents**

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

### **B. Visitors**

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10 mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
[Minn. Stat. § 121A.038 \(Students Safe at School\)](#)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses)  
Minn. Rules Ch. 7511 (Fire Code)  
20 U.S.C. § 1681, *et seq.* (Title IX)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

**Cross References:** Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
Policy 413 (Harassment and Violence)  
Policy 501 (School Weapons Policy)  
Policy 506 (Student Discipline)  
Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
Policy 903 (Visitors to School District Buildings and Sites)  
*Comprehensive School Safety Guide*  
<https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/Comprehensive%20School%20Safety%20Guide.pdf>  
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

Batting Cages on the JV fields	78,000	Peterson Companies
Soccer Goals	20,000	
Corner Flags	1,050	
FB Yard, Down Markers, Chains	1,102	BSN Sports
Runway Protector Mats	9,400	Arrow Auto Glass & Supply
Bleachers- Baseball/SB	182,325.00	SAAFE, LLC
Benches for FB field- Aluminum	7,391.93	BSN Sports
Benches for FB field- Black	12,191.93	BSN Sports
Concession Needs	33,730.62	
Concesion Reimbursement	8,562.50	
Fence top rail padding	5,509	BSN Sports
Pool Needs		
Starting block Speakers	<b>\$1,548.00</b>	
Lane Lines X9	\$4,756.00	
trainer pro traing bench X3	<b>\$3,147.00</b>	
Relay judging pad X10	<b>\$16,380.00</b>	
Diving Mat and hand bell	<b>\$316.00</b>	
Netting 1st Base Baseball	88,180.00	Peterson Companies
Netting 1st Base Softball	88,180.00	Peterson Companies
Concrete footings for bleachers	64,650	G. Benz Contracting, Inc.
Distance signs for all baseball/sb fields		
10 for baseball- 6 for sb		





PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
 Peter Humbert Email: dhumbert@bsnsports.com | Phone: 218-244-8929

Bill to  
 8509890  
 Rock Ridge Public Schools  
 403 Progress Parkway  
 VIRGINIA MN 55792  
 SA

Ship To  
 8509890  
 Rock Ridge Public Schools  
 Josh Lamppa  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

## Order Summary

Cart #: 10472749  
 Purchase Order #: RR Football Sideline Supp  
 Cart Name: RR Football Sideline Supp  
 Order Date: 08/21/2023  
 Estimated Delivery: 08/23/2023  
 Payment Terms: NT30  
 Ship Via:  
 Ordered By: Josh Lamppa

Payer  
 8509890  
 Rock Ridge Public Schools  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

Item Description	Qty	Unit Price	Total
Junior Varsity Chain Set w/Banners-OJ Item # - 1370765	1 EA	\$ 249.99	\$ 249.99
WEIGHTED END ZONE PYLON Item # - MSWPYLON	4 SET	\$ 49.99	\$ 199.96
OLID SIDELINE MARKER 11PC SET Item # - 1249361	2 SET	\$ 299.99	\$ 599.98

Subtotal:	\$1,049.93
Other:	\$0.00
Freight:	\$52.50
Sales Tax:	\$0.00
Order Total:	\$1,102.43
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$1,102.43</b>



ARROW AUTO GLASS & SUPPLY  
 aro@arrowautosupply.com  
 411 N. FIRST STREET  
 VIRGINIA, MN 55792  
 (218)741-2993 FAX (218)741-2994

BILL TO			SHIP TO			PG 1 OF 1		
007200 0			007200 0			**** QUOTE ****		
ISD #2909 ROCK RIDGE ADMINISTRATION BUILDING 1405 PROGRESS PARKWAY VIRGINIA, MN 55792			ISD #2909 ROCK RIDGE ADMINISTRATION BUILDING 1405 PROGRESS PARKWAY VIRGINIA, MN 55792			**** QUOTE ****		
ARROW AUTO SUPPLY CO., INC.			** THIS IS NOT AN INVOICE **			REFERENCE NUMBER 001-000000		
MTH.	DAY	YR.	WRITER	8/23/23	CUSTOMER P.O. NUMBER	TERMS	SHIP VIA	
8/23/23	CEZ	169661	3850		NET 10TH	COUNTER		
QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	PART NUMBER AND DESCRIPTION			CODE	PRICE (LIST & SELL)	NET AMOUNT
1	1	BYO	UP3 TRACK PROTECTORS POLE VAULT AND LONG JUMP MAKE UP COVERS TO PROTECT LONG JUMP AND POLE VAULT TRACKS MATERIALS AND LABOR, BLACK WELDED VINYL WITH CHAIN WEIGHTS SEWED IN EDGES.				9400.000 EA	9400.00
			<i>2 for same - WS</i>					
**** QUOTE ***** QUOTE ****			GOODS RECEIVED BY			SUB-TOTAL 9400.00		
**** QUOTE ***** QUOTE ****						TAX .00		
TERMS: POSITIVELY NO GOODS ACCEPTED FOR CREDIT WITHOUT OUR PRIOR AUTHORIZATION AND INVOICE NUMBER. 15% HANDLING CHARGE ON GOODS RETURNED WHEN SUPPLIED AS ORDERED. ERRORS AND OMISSIONS EXCEPTED.					TIME PREPARED	TOTAL 9400.00		
					11:12 AM			

\*\*\* FILE COPY \*\*\*

# SAAFE, LLC

THE HOME OF STADIUM STEVE

684 Excelsior Blvd - Suite 220 - PO Box 230 – Excelsior MN 55331  
 Phone: (612) 808-9869 • Cell: (612) 250-9606 • Email:

August 23, 2023

To: Rock Ridge Public Schools  
 1403 Progress Pkwy  
 Virginia, MN 55792

Attn: Willie Spelts  
 Cell: (218) 290-1237  
 Email:

Reference: Baseball & Softball Bleachers

---

**Description and Price**

---

Item 1

Baseball Bleachers per attached sketch

**Total Materials Delivered & Installed: \$84,762.00**  
 Includes Removal of Existing Bleacher

Item 2

Softball Bleachers per attached sketch

**Total Materials Delivered & Installed: \$80,504.00**

Item 3

Two (2) 5 row x 21' non-elevated angle frame bleachers

**Total Materials Delivered & Installed: \$18,992.00**

Items 1, 2, & 3 if shipped at same time

**Total Materials Delivered & Installed: \$182,325.00**

Items 1, 2 only if shipped at same time

**Total Materials Delivered & Installed: \$164,266.00**

Exclusions: Cost of P&P Bonds, Building Permit, architectural Review, Concrete Pads, Ground Restoration

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

CPC Contract Pricing – Contract #21.8-SAF

Pricing valid for 14 days

Payment Terms: Net 15

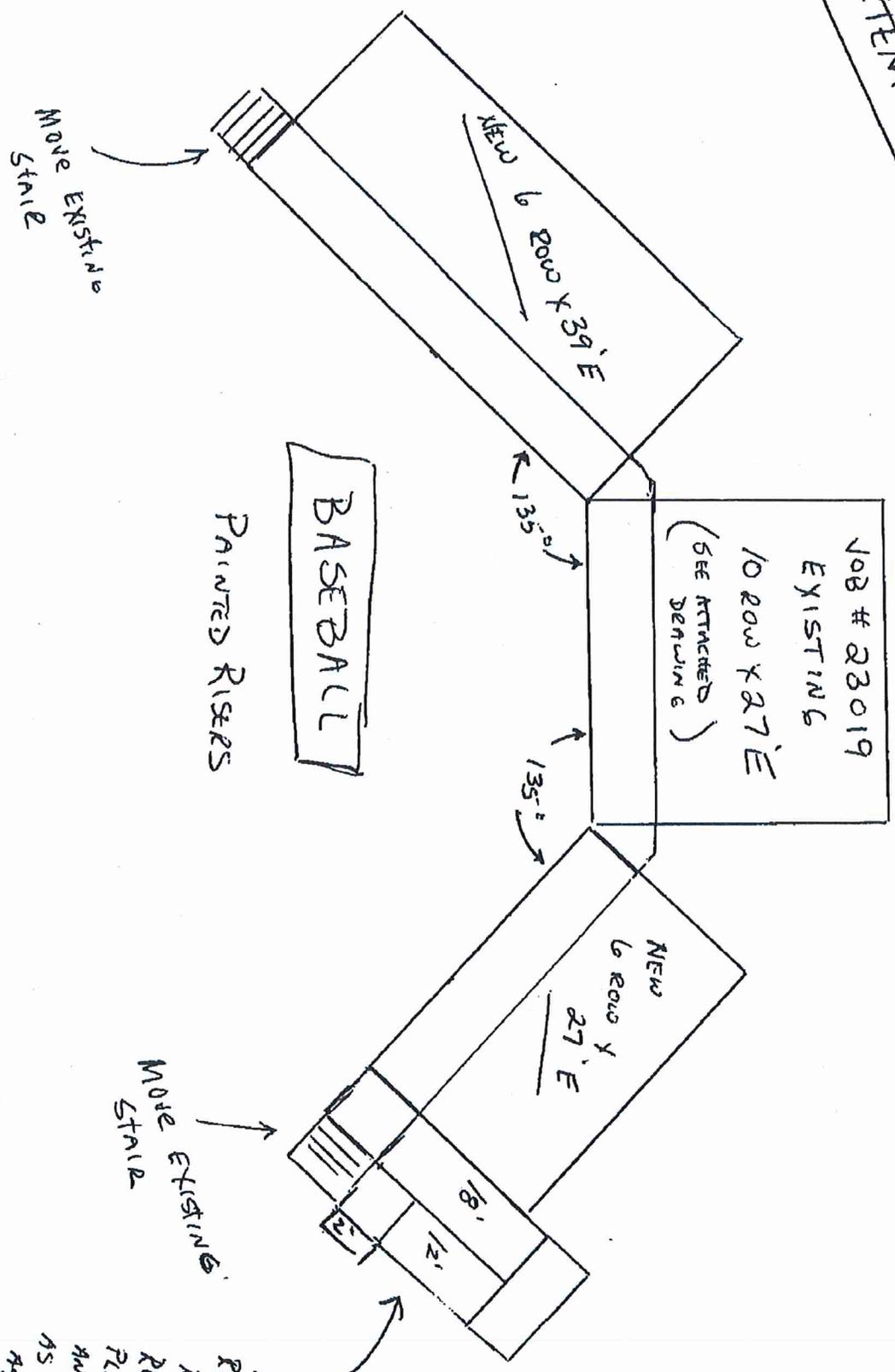
Delivery: Scheduled

By: Tim Tobin

**Grandstands - Bleachers - Press Boxes**

ROCK RIDGE PD  
 VIRGINIA, MN

ITEM 11

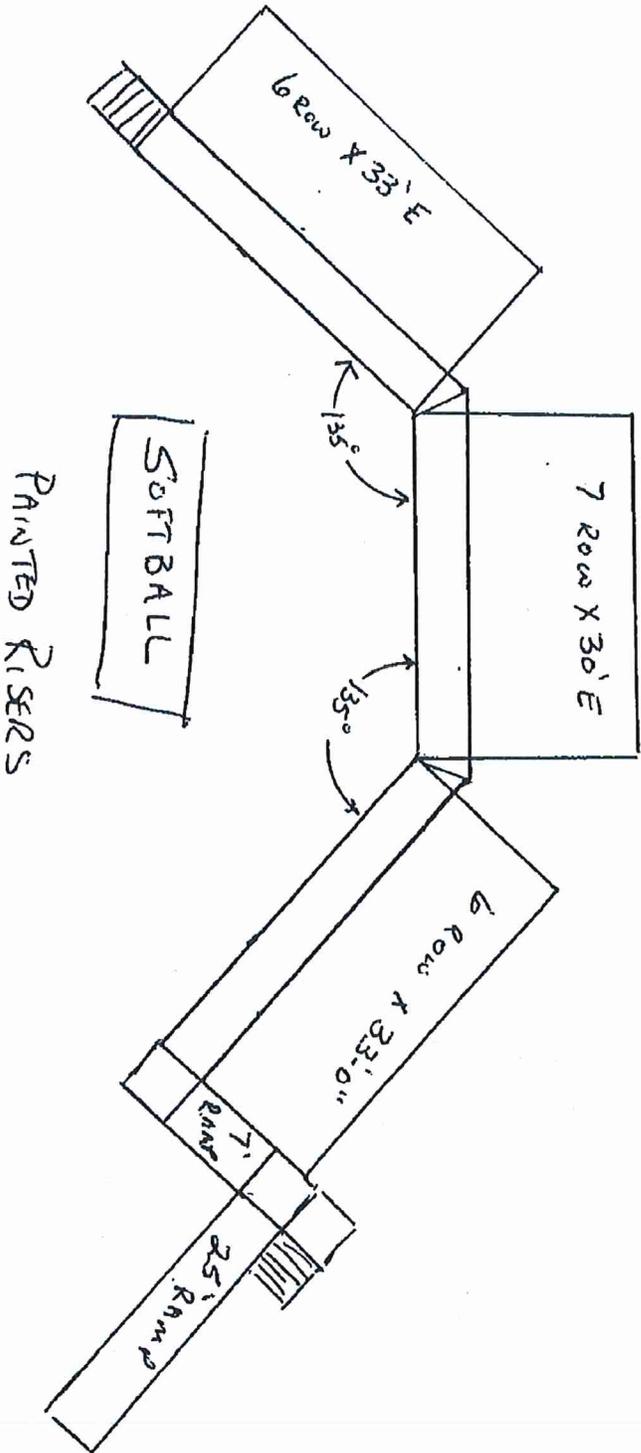


REVISE  
 RAMP  
 REUSE  
 PLANK  
 AND RAILS  
 AS MUCH  
 AS POSSIBLE

ITEM 21

ROCK RIDGE HS  
VIRGINIA, MN

ALL NEW SET UP





PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
 Peter Humbert Email: dhumbert@bsnsports.com | Phone: 218-244-8929

Bill to  
 8509890  
 Rock Ridge Public Schools  
 403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

Ship To  
 8509890  
 Rock Ridge Public Schools  
 Josh Lamppa  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

Order Summary	
Cart #:	10436506
Purchase Order #:	RR Football Benches 2023
Cart Name:	RR Football Benches 2023
Order Date:	08/15/2023
Estimated Delivery:	08/23/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	Josh Lamppa

Payer  
 8509890  
 Rock Ridge Public Schools  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

Item Description	Qty	Unit Price	Total
1' Portable Bench w/Back Item # - BEPG21	6 EA	\$ 1,099.99	\$ 6,599.94

Subtotal:	\$6,599.94
Other:	\$0.00
Freight:	\$791.99
Sales Tax:	\$0.00
Order Total:	\$7,391.93
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$7,391.93</b>



**BSNSPORTS**

PO Box 841393  
Dallas, TX 75284-1393  
Phone: 800-527-7510 Fax: 800-899-0149  
Visit us at www.bsnsports.com

Contact Your Rep

Dieter Humbert Email: dhumbert@bsnsports.com | Phone: 218-244-8929

**Sold to**  
8509890  
Rock Ridge Public Schools  
1403 Progress Parkway  
VIRGINIA MN 55792  
USA

**Ship To**  
8509890  
Rock Ridge Public Schools  
Josh Lamppa  
1403 Progress Parkway  
VIRGINIA MN 55792  
USA

**Payer**  
8509890  
Rock Ridge Public Schools  
1403 Progress Parkway  
VIRGINIA MN 55792  
USA

### Order Summary

Cart #: 10436506  
Purchase Order #: RR Football Benches 2023  
Cart Name: RR Football Benches 2023  
Order Date: 08/15/2023  
Estimated Delivery: 08/29/2023  
Payment Terms: NT30  
Ship Via:  
Ordered By: Josh Lamppa

**Item Description**

**Powder Coated Player Bench w/back**  
Item # - NSPHG

Qty	Unit Price	Total
6 EA	\$ 1,899.99	\$ 11,399.94

Subtotal:	\$11,399.94
Other:	\$0.00
Freight:	\$791.99
Sales Tax:	\$0.00
Order Total:	\$12,191.93
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$12,191.93</b>

Concession	Equipment	Status	Mfg/Model	Price already paid	Estimated Cost for new
Gym/Pool Concession	Point-of-sale register #1	Purchased new	Square Register	\$6,562.50	\$33,730.62
Gym/Pool Concession	Point-of-sale register #2	Purchased new	Square Register	\$693.59	
Gym/Pool Concession	Popcorn table	Purchased new	WebRestaurantStore: Regency 24" x 36" 16-Gauge 304 Stainless Steel Commercial Work Table with Undersheif (Item #500TS2436S)	\$222.17	
Gym/Pool Concession	Popcorn machine	Donated new	Gold Medal Products Model No. 2552 (cost \$1500, but donated, so dont need reimburse)	\$0.00	
Gym/Pool Concession	Condiment cart	Purchased new	WebRestaurantStore: Regency 24" x 36" 16-Gauge 304 Stainless Steel Commercial Work Table with 4" Backsplash and Galvanized Undersheif - From Group (OD Kit) (Item #600TB2436G)	\$147.74	
Gym/Pool Concession	Condiment cart parts	Purchased new	WebRestaurantStore: Various - Castler with brakes (Item #359120-1148), Castler without brakes (Item #359120-1147), Legs to fit castlers (Item #600LEGALV711)	\$54.98	
Gym/Pool Concession	Coffee machine	Need to purchase	Server type (example: Bloomfield 7757 1.5 Gallon Stainless Steel Thermal Server)		\$300.00
Gym/Pool Concession	Cocoa machine	To be supplied by Coke			
Gym/Pool Concession	Slushy machine	To be supplied by Coke			
Gym/Pool Concession	Candy shelves	Purchased new	Menards: Sandusky Lee@ 24"W x 30"H x 14"D 3-Sheif Wire Freestanding Shelving Unit, Model Number: WS241430	\$120.00	
Gym/Pool Concession	Hot dog roller w/ sneeze guard	Purchased new	WebRestaurantStore: Carnival King HDRG24 24 Hot Dog Roller Grill with 9 Rollers and Glass Sneeze Guard - 120V, 1170W (Item #382HDRG24KIT)	\$162.55	
Gym/Pool Concession	Pizza warmer on counter	Need to purchase			\$1,000.00
Gym/Pool Concession	Pizza warmer under counter	Need to purchase			\$1,000.00
Gym/Pool Concession	Microwave	Purchased new	WebRestaurantStore: Solwave Stainless Steel Commercial Microwave with Push Button Controls - 120V, 1000W (Item #180MWT000SS)	\$255.86	
Gym/Pool Concession	Cookie oven	Need to purchase			\$1,000.00
Gym/Pool Concession	Nacho cheese warmer (canister-type)	Purchased new	WebRestaurantStore: Carnival King HSPW65 3.5 Qt. Warmer with Heated Spout and Pump (Item #382HSPW65)	\$227.59	
Gym/Pool Concession	Pretzel warmer	Need to purchase			\$1,000.00
Gym/Pool Concession	Money safe	Purchased new	Amazon: Viking Security Safe VS-70DS Large Double Door LCD Electronic Depository Safe (SAME AS BALL FIELD CONCESSION - TEXTED JOHN KENDALL)	\$500.00	
Gym/Pool Concession	Tall cabinet #1	Purchased new	Menards: Sandusky Lee@ 36"W x 72"H x 18"D Multi-Granite Welded Tail Storage Cabinet	\$375.00	
Gym/Pool Concession	Tall cabinet #2	Purchased new	Menards: Sandusky Lee@ 36"W x 72"H x 18"D Multi-Granite Welded Tail Storage Cabinet	\$375.00	
Gym/Pool Concession	Open shelving	Need to purchase			\$500.00
Gym/Pool Concession	Glass door refrigerator #1	To be supplied by Coke			
Gym/Pool Concession	Glass door refrigerator #2	To be supplied by Coke	GDM-26 or similar		
Gym/Pool Concession	Glass door refrigerator #3	To be supplied by Starkovich	GDM-26 or similar		
Gym/Pool Concession	Glass door refrigerator #4	Use existing	U-Star USRF-1D-G		
Gym/Pool Concession	Reach-in-stand-up freezer	Need to purchase	Can only be 37" wide, prefer a TOP MOUNT compressor	\$72.62	\$5,500.00
Gym/Pool Concession	WebRestaurantStore shipping	Purchased new			\$1,500.00
Gym/Pool Concession	Popcorn machine	Need to purchase	Gold Medal Products Model No. 2552		\$700.00
Gym/Pool Concession	Point-of-sale register #1	Need to purchase	Square Register		

TOTALS  
Price already paid \$6,562.50  
Estimated Cost for new \$33,730.62

Concession	Equipment	Status	Mfg/Model	Price already paid	Estimated Cost for new
Football Concession	Point-of-sale register #2	Need to purchase	Square Register		
Football Concession	Condiment cart	Need to purchase	WebRestaurantStore: Regency 24" x 36" 18-Gauge 304 Stainless Steel Commercial Work Table with 4" Backsplash and Galvanized Undershelf - From Group (OD Kit) (Item #S00TB2436S)	\$8,562.50	\$700.00
Football Concession	Coffee machine	To be supplied by Coke			
Football Concession	Coca machine	To be supplied by Coke			
Football Concession	Slusly machine	To be supplied by Coke			
Football Concession	Candy shelves	Need to purchase	Memards: Sandusky Lee@ 24"W x 30"H x 14"D 3-Sheif Wire Freestanding Shelving Unit, Model Number: WS241430		\$120.00
Football Concession	Hot dog roller	Need to purchase	WebRestaurantStore: Carnival King HDRG24 Hot Dog Roller Grill with 9 Rollers and Glass Sneeze Guard - 120V, 1170W (Item #392H4DRG24KIT)		\$200.00
Football Concession	Pizza warmer on counter	Need to purchase			\$1,000.00
Football Concession	Pizza warmer under counter	Need to purchase			\$1,000.00
Football Concession	Microwave	Need to purchase	WebRestaurantStore: Solwave Stainless Steel Commercial Microwave with Push Button Controls - 120V, 1000W (Item #180MW1000SS)		\$300.00
Football Concession	Cookie oven	Need to purchase	WebRestaurantStore: Carnival King HSPW35 3.5 Qt Warmer with Heated Spout and Pump (Item #82HSPW95)		\$1,000.00
Football Concession	Nacho cheese warmer (canister-type)	Need to purchase			\$300.00
Football Concession	Pretzel warmer	Need to purchase	Viking Security Safe VS-70DS Large Double Door LCD Electronic Depository Safe		\$500.00
Football Concession	Money safe	Need to purchase	RR specs show '18"x42", need to be heavy duty to handle cases of beverages		\$500.00
Football Concession	Open shelving	Need to purchase			
Football Concession	Glass door refrigerator #1	To be supplied by Coke			
Football Concession	Glass door refrigerator #2	To be supplied by Coke			
Football Concession	Glass door refrigerator #3 (in back)	Need to purchase	True GDM-26 or similar Beverage Air HBF23HC-1 or similar.. PREFER A TOP MOUNT COMPRESSOR!		\$5,500.00
Football Concession	Reach-in/stand-up freezer	Need to purchase	Double Deck Countertop Pizza Oven with Two Independent Chambers for 120V		\$1,500.00
Football Concession	Pizza oven	Need to purchase			
Football Concession	Chip clip	Need to purchase			\$50.00
Football Concession	Hot Dog Roller	Purchased New	Olde Midway PRO30 Electric Grill Cooker Machine, 30 Hot Dog 11 Roller with Cover, Commercial Grade, Stainless Steel	\$259.84	
Baseball Concession	Glass Door Refrigerator #1	Supplied by Coke			
Baseball Concession	Glass Door Refrigerator #2	Supplied by Coke			
Baseball Concession	Coffee Machine	Supplied by Coke			
Baseball Concession	Coca Machine	Supplied by Coke			
Baseball Concession	Slusly Machine	To be supplied by Coke			
Baseball Concession	Popcorn Machine	Need to purchase	Gold Medal Products Model No. 2552	\$1,500.00	
Baseball Concession	Pizza Oven	Purchased New	ZXMT Commercial Pizza Oven Double Oven 3000W/16 inch Stainless Steel Pizza Electric Countertop Pizza and Snack Oven Multipurpose Oven for Restaurant Home Pizza Pretzels Roast Yaktori 110V	\$424.12	
Baseball Concession	Pizza Warmer	Purchased New	WieChef Commercial Food Warmer 3-Tier 20-20x24" Countertop Food Pizza Pasty Warmer Display Case 750W 110V	\$364.97	
Baseball Concession	Chest Freezer	Purchased New - Keenan's	Holpoint 9 cubic foot	\$407.92	
Baseball Concession	Point of Sale register	Purchased - New	Square Register	\$502.00	
<b>TOTALS</b>				<b>\$8,562.50</b>	<b>\$33,730.62</b>

Concession	Equipment	Status	Mfg/Model	Price already paid	Estimated Cost for new
Baseball Concession	Point of Sale register	Need to purchase	Square Register		
Baseball Concession	Money Sale Box	Purchased New	Viking Security Sale VS-70DS Large Double Door LCD Electronic Depository Sale	\$493.00	\$502.00
Baseball Concession	Gas Grill	Purchased New	Char-Broil® Performance Series™ 4-Burner Propane Gas Grill	\$256.49	
Baseball Concession	Shelving	Purchased New - Menards	Designer's Image™ 48"W x 74"H x 24"D Black 4-Tier Freestanding Wire Shelving Unit	\$400.47	
Baseball Concession	Candy Shelving	Purchased New - Menards	Designer's Image 20x12x32	\$42.99	
Baseball Concession	Condiment Table	Need to purchase	WebRestaurantStore: Regency 24" x 36" 18-Gauge 304 Stainless Steel Commercial Work Table with 4" Backsplash and Galvanized Undershelf - From Group (OD Kit) (Item #600TB2436G)		\$147.74
Baseball Concession	Chip Clip	Need to purchase	Eazy2ND Upgraded Potato Chip Rack Display with 54 Clips, 3-Row Chip Stand Display for Party, Countertop Chip Bag Holder, 30"x13.6" Matte Black Snack Display for Counter, Snack Rack Organizer		\$50.05
Baseball Concession	Microwave	Need to purchase	Hamilton Beach 28 lb 22-Quart Roaster Oven		\$256.95
Baseball Concession	Roaster Oven	Need to purchase	Whitpool 20.5-cu ft Top-Freezer Refrigerator (White)		\$154.53
Baseball Concession	Stand up refrigerator w/freezer	Need to purchase			\$744.44
<b>TOTALS</b>				<b>\$8,562.50</b>	<b>\$33,730.62</b>



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
 Dieter Humbert Email: dhumbert@bsnsports.com | Phone: 218-244-8929

**Sold to**  
**8509890**  
 Rock Ridge Public Schools  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

**Ship To**  
**8509890**  
 Rock Ridge Public Schools  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

**Payer**  
**8509890**  
 Rock Ridge Public Schools  
 1403 Progress Parkway  
 VIRGINIA MN 55792  
 USA

Order Summary	
Cart #:	10396428
Purchase Order #:	RR Baseball Fence Pads 20
Cart Name:	RR Baseball Fence Pads 20
Order Date:	08/09/2023
Estimated Delivery:	08/11/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	Jamie Lindseth

Item Description	Qty	Unit Price	Total
<b>FENCE TOP RAIL PADDING 6'</b> Item # - K14065	51 EA	\$ 99.99	\$ 5,099.49

Subtotal:	\$5,099.49
Other:	\$0.00
Freight:	\$409.51
Sales Tax:	\$0.00
Order Total:	\$5,509.00
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$5,509.00</b>



Peterson Companies, Inc.  
8326 WYOMING TRAIL  
CHISAGO CITY, MN 55013  
(P) 651.257.6864  
(F) 651.257.3393  
PETERSONCOMPANIES.NET

Date: August 25, 2023

Rock Ridge Backstop Extensions  
Rock Ridged High School  
Willie Spelts

RE: Backstop Extension Proposal

Mr. Wille Spelts,

As requested, we have prepared two separate proposal options to add safety netting to the 1<sup>st</sup> baselines of the existing varsity baseball and softball fields. Below is breakdown of the work that we have included for each of the two options and any exclusions that may apply.

**Option 1 – New Same Height Backstop Poles with Foundations**

- Mobilization to and from the site
  - o Includes all management and supervision for completion of the project.
- Layout locations for two (2) new concrete net pole foundations
- Foundations sizing to be based on the stamped drawings used for the existing backstop foundations.
- Foundation size to be 30" diameter x 12' deep.
- Exports approximately 6.5 CY of excavated spoil materials and stage in parking lot.
- Place 5.5 CY of new concrete in foundation along with 48" deep ground sleeve.
- Install Two (2) new 10.75" OD net poles, poles to be 40' above grade to match existing.
- Install cabling and framework for net support (see diagram below).
- Nets to be installed behind fence so that caught balls will fall behind the field fencing and in front of the nets.
- Net in front of dugout to be fastened to face of fascia with tension cable and eyelets.
- Net will be UltraCross Dyneema ultra lightweight netting.
- Load spoils and haul off-site.
- Disassemble batting tunnel at Varsity softball field and remove existing corner post.
- Install custom fabricated extension post to raise elevation to 20' above finished grade.
- Install tapered net support cable to top of existing backstop post. **(See option 2 diagram for image)**
- Install new UltraCross Dyneema ultra lightweight netting and fastened to dugout fascia.
- Reassemble batting cage system on to new net pole.

**Proposal Total \$124,577.00**

**Option 2 – Extend Batting Tunnel Posts to Support Netting System**

- Mobilization to and from the site
  - o Includes all management and supervision for completion of the project.
- Disassemble batting tunnels at varsity baseball and softball fields.
- remove existing corner post to expose existing ground sleeve.
- Install custom fabricated extension posts to raise elevation to 20' above finished grade in both locations.
- Install tapered net support cable to top of existing backstop post. **(See option 2 diagram for image)**
- Install new UltraCross Dyneema ultra lightweight netting and fastened to dugout fascia.
- Reassemble batting cage system on to new net pole.

**\*\* This option is intended to utilize as much of the existing structures as possible; however, this may or may not have negative impacts on the foundation structures of the existing systems. If we proceed with this option, all liability of that decision would fall on Rock Ridge High School and Peterson Companies would not be liable for damages to the existing structures or adjacent fields.\*\***

***Proposal Total \$88,180.00***

All proposals exclude engineering, turf repairs, turf matting/protection, disassembly of fence systems, restoration, surveying and or layout, utility repairs, electrical, subcontractor bonds, bond fees, specialty insurance, workforce goals or business inclusion goals unless so indicated.

Please feel free to contact me with any questions you may have. We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project.

Sincerely,

Nate Schwaab  
Project Manager  
651-257-0351





OPTION 1



OPTION 2

This would be the same and only option for Varsity SB field as the bedrock in this area will not allow for a foundation to be placed without mass excavation.

G. Benz Contracting Inc.

8860 Hwy 101  
Iron MN 55751

# Estimate

Date	Estimate #
8/24/2023	2143

Name / Address
Rock Ridge Public Schools 1405 Progress Parkway Virginia MN 55792

Project

Description	Qty	Cost	Total
<p>Baseball field concrete pads for new bleachers</p> <p>Cut and remove asphalt Dispose of asphalt properly area to be removed and to have concrete reinstalled is based on drawings from Tim @ Saafe LLC install new concrete 4000 psi with a 2' rebar grid and fibers install a 2' #4 rebar grid pour finish with a broom finish need conveyor and or pump truck to get concrete inplace use of excavator, skidsteer and dump truck to complete job</p>	1	34,690.00	34,690.00
<p>Softball Field concrete pads for new bleachers</p> <p>Cut and remove asphalt Dispose of asphalt properly area to be removed and to have concrete reinstalled is based on drawings from Tim @ Saafe LLC install new concrete 4000 psi with a 2' rebar grid and fibers install a 2' #4 rebar grid pour finish with a broom finish need conveyor and or pump truck to get concrete inplace use of excavator, skidsteer and dump truck to complete job</p> <p>This is based on site visit and estimating asphalt to be 4' thick and the dirt base under the asphalt to be correct, we will recompact dirt base before concrete pour if you have any questions please call 218-290-6740 Thank you, Garrett Benz</p>	1	29,960.00	29,960.00
		<b>Total</b>	\$64,650.00

Phone #	Fax #
218-290-7499	218-735-1004

# **FACILITY USE AGREEMENT**

## **City of Eveleth and Independent School District No. 2909**

THIS AGREEMENT, entered into and between the **CITY OF EVELETH**, a charter city and municipal corporation operating under the laws of the state of Minnesota, hereinafter referred to as "**City**", and **INDEPENDENT SCHOOL DISTRICT NO. 2909, Rock Ridge Public Schools**, hereinafter referred to as "**School District**".

### **RECITALS**

The parties hereto recite and declare that:

1. **City** is the owner of the Hippodrome, a recreational facility, which is a multi-purpose facility but primarily used for ice hockey and ice skating located in the geographical perimeter of the City of Eveleth.
2. **School District** desires to use and access the facility for its interscholastic, extracurricular, curricular, educational and athletic programs.
3. That parties desire to enter into a use agreement defining their rights, duties, and liabilities relating to the facility, and with regard to their relationship with one another.

**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:**

### **SECTION 1**

#### **PURPOSE AND DESCRIPTION OF FACILITY**

**City** allows and permits **School District** to use and access the facility, on a non-exclusive basis, including the locker rooms and all other relevant portions of the facility and its equipment so as to serve the purpose set forth below.

The express purpose of this Facility Use Agreement is to allow and permit **School District** the use and access to the facility and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of **School District**.

## **SECTION 2**

### **TERM**

This Facility Use Agreement is for the 2023-2024 school year of **School District**, effective \_\_\_\_\_, 2023.

## **SECTION 3**

### **CONSIDERATION**

**School District** agrees to pay to **City** during the term of this Facility Use Agreement, as follows:

A minimum of 10 (ten) or 40% (whichever is greater) of boys and girls high school home games will be played at the Facility. The hourly rental rate for said home games is \$150/hour.

A minimum of 30 (thirty) hours of practice time will be played at the Facility. The hourly rental rate for said practice time is \$150/hour.

Any additional games or practice ice time will be \$150/hour.

Other uses shall be billed at \$150/hour.

Unless otherwise stated, payment shall be made by **School District** in a way and manner agreed to by and between the parties.

## **SECTION 4**

### **SPECIFIC USES**

This Facility Use Agreement includes all team and individual practices, whether scheduled or unscheduled, all competitive matches and events, including playoffs and post-season activities. It shall also include any other physical education, recreational, athletic, extracurricular or curricular programs, which are within the educational purpose and mission of **School District**. The parties shall work together to coordinate **School District's** use of the facility with other users of the facility, but **School District** shall be given priority should there be conflicts. Coordination will take place between the City's Public Works Director and the School District's Athletic Director.

## **SECTION 5**

### **WASTE, NUISANCE, UNLAWFUL ACTIVITY AND REQUIRED SUPERVISION**

**School District** shall not allow or permit any waste or nuisance in conjunction with its use of the facility; or use, or allow to be used, the facility for any unlawful or hazardous purpose or activity. Further, **School District** agrees that it shall provide proper supervision of its students in conjunction with any intended use of the facility as set forth herein. The supervision provided shall be in accordance with the laws of the state of Minnesota, the ordinances of the city of Eveleth, and the rules and regulations of the Minnesota State High School League and the Minnesota Department of Education.

**School District** shall be responsible for providing and hiring qualified personnel for crowd control during any scheduled interscholastic competitions, including playoffs and post-season activities.

**City**, at its cost, shall provide one (1) uniformed and licensed police officer for each interscholastic scheduled ice hockey competition, including any playoff or post-season games or activities.

## **SECTION 6**

### **MAINTENANCE, REPAIR, CLEAN-UP AND ACCESS**

**City** shall during the term of this agreement, at its own expense, repair, replace and maintain the facility in a good and safe condition, including the facility and equipment contemplated to be used by this agreement, and all relevant portions thereof. **City** shall have the responsibility to repair and maintain and keep the facility and equipment in workable and safe condition appropriate to the use to which the facility and equipment will be utilized. **City** agrees that the facility shall be suitable and appropriate for interscholastic competition.

**City** shall also have the responsibility to provide routine clean-up and proper and safe storage of all equipment.

**City** shall also prepare the facility prior to every interscholastic game or competition, and on a regular basis, to ensure that the facility is in a proper condition for the expected and anticipated use. Keys will be issued to the Athletic Director, Girls' and Boys' Head and Assistant Coaches. There is to be no duplication of keys. School District agrees to reimburse the City for repairs resulting from damage to the facility caused by the School District or as a result of School District use or activities.

## **SECTION 7**

### **HOLD HARMLESS AND INDEMNIFICATION**

Each party shall hold harmless and indemnify the other against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity, arising out of:

1. Failure by either party to perform any of the terms or conditions of this Facility Use Agreement;
2. Any injury or damages happening on or about the Hippodrome, as a result of the other's activities and/or programs, or in conjunction with the use of the facility and its equipment;

3. Failure to comply with any law, rule, regulation or safety standard of any governmental agency or authority;
4. The actions of either party, whether by omission or commission, which in any way relate to this Facility Use Agreement and the performance of its obligations and duties in conjunction therewith.

## **SECTION 8**

### **DISPUTE RESOLUTION**

Any disputes arising from this agreement or the use of the facility that the parties cannot resolve between themselves, shall be submitted to mediation through the Bureau of Mediation Services, and, if unsuccessful, to binding arbitration through the Bureau of Mediation Services and its procedures. Should arbitration be necessary, each party shall be responsible for its own costs and expenses.

## **SECTION 9**

### **ASSIGNMENT**

**School District** shall not assign its rights under this Facility Use Agreement, or any right or privilege connected with the facilities use agreement, to any one or any entity without first obtaining the written consent of **City**.

## **SECTION 10**

### **WAIVERS**

Waiver by either party of any breach of any covenant or duty under this Facility Use Agreement is not a waiver or breach of any other covenant or duty, or any subsequent breach of this same covenant or duty.

## **SECTION 11**

### **RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained in or by this Facility Use Agreement shall be deemed, construed or interpreted as to create a partnership or joint venture between the parties, or to create any

other relationship between the parties other than that which is clearly provided and intended hereby.

## **SECTION 12**

### **GOVERNING LAW AND INTERPRETATION**

It is agreed that this Facility Use Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the state of Minnesota. Any ambiguities in conjunction with the enforcement or interpretation of this agreement shall not be construed or resolved as against either party.

## **SECTION 13**

### **REPRESENTATION OF AUTHORITY TO SIGN**

Each party represents and warrants that the person(s) signing and executing this Facility Use Agreement on its behalf has been properly authorized to do so by the governing board(s) of each entity, and that such action taken is consistent with its own charters, by-laws, rules, procedures, and resolutions, and in accordance with the laws of the state of Minnesota.

## **SECTION 14**

### **PARAGRAPH HEADINGS**

The titles to the paragraphs of this facility use agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**IN WITNESS WHEREOF**, the parties above named have executed this Facility Use Agreement to be effective the date first above written.

**CITY OF EVELETH**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

**INDEPENDENT SCHOOL DISTRICT  
NO. 2909, ROCK RIDGE PUBLIC SCHOOLS**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

**FACILITIES USE AGREEMENT**

**BETWEEN**

**THE CITY OF VIRGINIA**

**OWNER**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 2909,**

**ROCK RIDGE PUBLIC SCHOOLS**

**USER**

## TABLE OF CONTENTS

	<b>Page</b>
Article 1	DATA SHEET AND DEFINITIONS .....1
Article 2	GRANT OF USE .....2
Article 3	TERM .....2
Article 4	PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS .....2
Article 5	RENT .....2
Article 6	TAXES .....3
Article 7	REPAIRS AND MAINTENANCE .....3
Article 8	ENVIRONMENTAL MATTERS .....3
Article 9	ALTERATIONS .....4
Article 10	FIXTURES AND PERSONAL PROPERTY .....4
Article 11	SIGNAGE .....4
Article 12	LIENS .....4
Article 13	SERVICES .....4
Article 14	INSURANCE .....5
Article 15	INDEMNIFICATION .....5
Article 16	ASSIGNMENT AND SUBLETTING .....5
Article 17	NON-DISTURBANCE .....6
Article 18	ACCESS TO PREMISES .....6
Article 19	DEFAULTS BY USER .....6
Article 20	DEFAULTS BY OWNER .....8
Article 21	DAMAGE TO PREMISES .....8
Article 22	EMINENT DOMAIN .....8
Article 23	NOTICES .....9
Article 24	COVENANT OF QUIET ENJOYMENT .....9
Article 25	HOLDING OVER .....9
Article 26	ESTOPPEL .....9
Article 27	REPRESENTATIONS AND WARRANTIES .....10
Article 28	ENTIRE AGREEMENT .....10
Article 29	MISCELLANEOUS .....10

## FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between The City of Virginia, Minnesota, a municipal corporation, ("**Owner**") and INDEPENDENT SCHOOL DISTRICT NO. 2909, a Minnesota nonprofit corporation and 501(c) organization recognized by the Internal Revenue Service ("**User**").

### Article 1 DATA SHEET AND DEFINITIONS

Certain terms in this Agreement are as defined below:

A. **Annual Rental Rates**

As per Exhibit B

B. **Commencement Date:** \_\_\_\_\_.

C. **Owner's Mailing Address** for Notices and Address for Rent Payments:

327 1<sup>st</sup> Street South  
Virginia, MN 55792  
Attn: Britt See-Benes, City Administrator

D. **Premises:** Portions of that certain building known as the Miner's Event and Convention Center Building having a street address of 919 West 6<sup>th</sup> Street South, Virginia, Minnesota 55792 (the "**Building**"). The portions of the building that are utilized by User are limited to the arena, the lobby, and the locker rooms. User's occupancy of the Premises shall not be exclusive. The timing and nature of User's occupancy shall be agreed upon by User's Scheduling Coordinator communicating with Owner's Director of Parks and Recreation.

E. **Term:** One Year.

F. **Renewal Term** ~~One Year Increments~~ None.

G. User's Mailing Address for Notices: 411 South 5th Ave  
Virginia, MN 55792

H. **Security Deposit:** None.

I. **Owner's Statutory Authority:** Minnesota Statutes Chapter, 412 and  
City Charter for City of Virginia

J. **Statutory Citation for Governmental Program** Owner operates a governmental program of youth hockey programming in cooperation with User, a nonprofit organization, pursuant to Minnesota Statutes, sections 471.15, 471.16, and 412.221, subd 32. This Agreement is being executed to carry out the Owner's program of youth hockey programming.

**Article 2  
GRANT OF USE**

In consideration of the mutual, dependent covenants and agreements hereinafter set forth, Owner does hereby demise and agree to allow User to use facility and User hereby agrees to usage as prescribed from Owner the Premises for the Term set forth below. This Agreement does not grant the right to operate any concessions on the Premises, which rights are reserved to Owner.

**Article 3  
TERM**

**Commencement Date and Term.** The Term of this Agreement shall begin on the Commencement Date and shall end on March 31, 2024<sup>45</sup>. Notwithstanding any other term of this Agreement, Owner shall be entitled to immediately terminate this Agreement if: 1) Owner no longer operates hockey programming at the Premises; 2) a change occurs to hockey programming or otherwise that no longer allows Owner to continue to own and operate the Premises for hockey programming; or 3) User fails to comply with the requirements of Article 4(B).

**Article 4  
PERMITTED USE; TAX EXEMPT STATUS; COMPLIANCE WITH LAWS**

A. **Permitted Use.** City allows and permits School District to use and access the portions of the Iron Trail Motors Event Center that are Agreement to User, specifically limited to the following:

- Designated Boys Varsity Locker Room - 6 months
- Designated Boys JV Locker Room - 6 months
- Designated Girls Varsity Locker Room - 6 months
- Designated Girls JV Locker Room - 6 months
- Shared Trainer Room - 6 months
- Two Designated Coaches Office/Locker Rooms - 12 months
- [350 hours of ice](#)Ice time between October [17-16, 2023](#) to March [89, 2023-2024](#) designated for High School Hockey. [Future dates will coincide with MSHSL Activity Calendars for the corresponding year.](#)

B. User's occupancy of the Premises shall not be exclusive and it is understood between the parties that the School District shall be able to regulate access and control over the playing surface and locker room facilities. However, all common areas, lobbies, hallways, and spectator seating areas shall retain their public character and be controlled by City policies, restriction, and regulation including specifically the City's COVID-19 safety plan. The timing and nature of User's occupancy shall be agreed upon by User's

C. **Purpose.** The express purpose of this Agreement is to allow and permit School District the use and access to the aforementioned land, facilities and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of School District.

D. **Compliance with Laws.** User shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

## **Article 5 RENT**

A. **Date Rent Begins.** All Gross Rent shall begin to accrue on the Commencement Date.

B. **Gross Rent Amount.** User hereby covenants and agrees to pay to Owner, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the Gross Annual Rent for usage of Locker Rooms, Trainer Rooms and Coaches Office as set forth in Article 1A. ~~—~~The Gross Monthly Rent for Arena Ice Rental shall be paid monthly in an amount as set forth in Article 1A. ~~—is~~ to be paid in U.S. dollars, ~~in advance, without notice or by~~ invoice from Owner, on the eighth day of each and every calendar month during the Term hereof, commencing upon the Commencement Date and ending upon the expiration date of this Agreement.

C. **When Payments Are Due.** All payments of Gross ~~Annual~~ Rent Amount shall be paid or mailed to Owner's mailing address found in Article 1C or to such other payee or address as Owner may designate in writing to User. This Agreement shall be construed as though the covenants herein between Owner and User are independent, and not dependent. Every installment of Gross ~~Annual~~ Rent shall be payable without notice or demand, and without setoff or deduction except as expressly set forth herein. If any Rent is unpaid more than 15 days after it is due, Owner may charge User a late fee of 5% of the overdue amount (unless such a fee is not permitted by law), plus interest on the unpaid amount from the due date until paid, at 6% per year.

## **Article 6 TAXES**

The Premises is exempt from real estate taxes.

## **Article 7 REPAIRS AND MAINTENANCE**

A. **User's Maintenance.** User shall clean and remove all garbage from the players boxes after all hockey games and practices sponsored by User or involving members or participants in User's organization. User shall also repair and/or pay for all repairs to the Premises necessitated by actions of User, its members, its participants, or its invitees.

B. **Owner Maintenance.** All other repairs and maintenance of the Premises shall be the responsibility of Owner.

## **Article 8 ENVIRONMENTAL MATTERS**

A. **Definition.** As used herein, the term "**Hazardous Substances**" means, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste or substance, or any substance known to cause cancer or reproductive toxicity or mold (including lead-based paint, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, as amended (iv) any of the so-called state or local "**Super Fund**", "**Super Lien**" or "**Cleanup Lien**" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.

B. **User's Obligations.** User covenants and warrants that it shall not cause the release of Hazardous Substances in, on, from or under the Premises. User shall comply with all applicable laws, rules, regulations, ordinances with regard to such storage, use and handling of any Hazardous Substances.

C. **Indemnity.** If User in any way breaches the obligations stated in this Article 8, User shall indemnify, defend, protect and hold harmless Owner from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, liabilities, losses or expenses which arise during or after the Term as a result of User's breach of such obligations.

## **Article 9 ALTERATIONS**

User shall not make any alterations to the Premises.

## **Article 10 FIXTURES AND PERSONAL PROPERTY**

All of User's equipment, furniture, and moveable trade fixtures, (collectively "**User's Property**") shall remain User's property. User may remove User's Property at any time within 5 days after expiration of the Term, provided that User repairs any damage to the Premises occasioned by removal.

## **Article 11 SIGNAGE**

User may not install any signage on the Premises.

**Article 12**  
**LIENS**

A. **Discharge of Liens.** User shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic or laborer of User or material supplied by a vendor to User which might be, or become, a lien or encumbrance or charge upon the Premises. If any such lien, notice of lien, encumbrance or charge is created or filed against the Premises, User, within 5 days after notice of the filing thereof, shall cause the same to be terminated and discharged of record.

**Article 13**  
**SERVICES**

A. **Owner Provides Utilities.** Owner shall not be liable to User in damages or otherwise if any utilities or services are interrupted or terminated because of repairs, installations, or improvements undertaken by a third party (not at Owner's request), or any other cause beyond the Owner's reasonable control; provided however, Owner shall use best efforts to assist User to cause such utilities or services to be reestablished as soon as possible

B. **Snow Removal and Lawn Maintenance.** Owner shall be solely responsible for and shall promptly pay all charges for reasonably required snow removal and lawn maintenance at the Premises.

**Article 14**  
**INSURANCE**

A. **Owner's Insurance.** Commencing on the Commencement Date and continuing throughout the Term, Owner shall carry and maintain insurance as required by the laws of the State of Minnesota.

B. **User's Insurance.** User agrees to carry (i) personal property insurance covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage for the full replacement value of all of User's Property located on or within the Premises, and (ii) Commercial General Liability Insurance on the Premises during the Term hereof for the benefit of Owner and User, with a limit of not less than the limits set forth in Minn. Stat. § 466.04, as amended from time to time. User's insurance shall be issued by an insurance company of nationally recognized standing and authorized to do business in the State of Minnesota. User's insurance policies (other than any policy of workmen's compensation insurance) will name Owner as an additional insured. Certificates of insurance policies and, upon Owner's request, copies of such insurance policies (together with copies of the endorsements naming Owner as an additional insured) will be delivered to Owner prior to the Commencement Date and at any date the prior policy expires. User shall endeavor to provide Owner with 30 days prior written notice of any termination or amendment to User's insurance. All public liability, property damage, and general liability policies maintained by User shall be written as primary policies, not contributing with and not supplemental to coverage that Owner may carry. User may maintain the required liability and property insurance in the form of a blanket or umbrella policy covering other locations of User in addition to the Premises; provided, however, that User

shall provide Owner with a certificate of insurance for such coverages specifically naming the location of the Premises and naming Owner as required in this Article, and the limits of which coverages applicable to the Premises are to be in the amounts set forth in this Article. It is understood and agreed that Lessee's Insurance coverage only applies to persons registered with USA hockey and/or Minnesota hockey. Lessor's Insurance coverage will apply when Lessee's coverage does not.

#### **Article 15 INDEMNIFICATION**

A. **Indemnification.** User hereby indemnifies and holds Owner, Owner's officers, agents, employees, successors and assigns harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees and litigation expenses, arising from the negligent or willful acts or omissions of User or its agents, employees, members, participants, or contractors occurring on the Premises, except to the extent caused by Owner's negligence or willful misconduct. In the event any action or proceeding shall be brought against Owner by reason of any such claim, User shall defend the same at User's expense by counsel reasonably approved by Owner.

#### **Article 16 ASSIGNMENT AND SUBLETTING**

A. **User Assignment.** User may not assign its interest in this Agreement or any estate or interest herein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

B. **Owner Assignment.** No assignment or other transfer of the Agreement by Owner shall be binding on User unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. Owner shall provide User with prior notice of any such assignment or transfer of the Agreement.

#### **Article 17 RULES AND REGULATIONS**

User agrees that all of its members, coaches, participants, and invitees will strictly adhere to the rules and regulations attached to this Agreement as **Exhibit A**. Any violation of any of these rules and regulations shall constitute a default and breach of this Agreement under Article 19 A. (ii).

#### **Article 18 ACCESS TO PREMISES**

Such User's use of the Premises is not exclusive. Owner shall have access to the Premises at all times, without any notice to User. Owner shall not, however, unreasonably interfere with any use of the Premises by User allowed under this Agreement.

**Article 19**  
**DEFAULTS BY USER**

A. **Definition of Defaults.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by User:

(i) Any failure by User to pay Rent or make any other payment required to be made by User hereunder within 10 days after receipt of written notice from Owner that such payment is due.

(ii) A failure by User to observe and perform any other provision of this Agreement to be observed or performed by the User, where such failure continues for 30 days after written notice thereof by Owner to User.

(iii) The making by User of any general assignment for the benefit of creditors, the filing by or against User of a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against User, the same is dismissed within 60 days) the appointment of a trustee or receiver to take possession of the Premises or all of User's property located therein that is not restored to User within 60 days, or the attachment, execution or other judicial seizure that is not discharged within 60 days.

B. **Owner's Remedies.** In the event of any such default by User, Owner shall be entitled to exercise any one or more of the following remedies, as its sole and exclusive remedies:

(i) Terminate this Agreement by giving written notice of termination to User, in which event User shall immediately surrender the Premises to Owner. If User fails to so surrender the Premises, then Owner may, without prejudice to any other remedy it has for possession of the Premises and without prejudice to Owner's rights to any arrearage in Rent, payment of future Rent or other damages, re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises or any part thereof, in accordance with applicable law without being liable for prosecution or any claim of damages therefor, and User agrees to pay to Owner on demand the amount of all accrued financial liabilities of User hereunder through the date of surrender of the Premises only, plus all costs and expenses of Owner including reasonable attorneys' fees incurred in obtaining possession of the Premises; or

(ii) Without terminating the Agreement, Owner may re-enter and take possession of the Premises and expel or remove User and any other person occupying the Premises in accordance with applicable law without liability for prosecution of any claim or damages therefor. If Owner so re-enters and takes possession of the Premises as set forth above, Owner may relet the Premises at such rates and for such uses as Owner, in its sole discretion may determine, and receive the rent therefor; and User agrees to pay to Owner on demand any deficiency that may arise by reason of such reletting. No reletting by Owner is considered to be for Owner's own account unless Owner has notified User in writing that this Agreement has been terminated; or

(iii) Enter upon the Premises by process of law without being liable for prosecution or any claim for damages therefor, and do whatever User is obligated to do under the

terms of this Agreement, and User agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with User's obligations under this Agreement; or

(iv) Restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of User herein contained without the necessity of proving inadequacy of any legal remedy or irreparable harm.

No termination of this Agreement and no repossession of the Premises shall relieve User of its liabilities and obligations under this Agreement that exist as of the date of the termination, all of which shall survive any such termination or repossession. In the event of any repossession of the Premises, whether or not the Premises shall have been relet, User shall pay to Owner the Rent and other sums and charges to be paid by User up to the time of such repossession, and thereafter, until the end of what would have been the Term in the absence of such repossession, User shall pay to Owner, as and for liquidated and agreed current damages for User's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Agreement by User if the Premises had not been repossessed or if the Premises had not been relet, as the case may be, less the net proceeds, if any, of any reletting effected pursuant to the provisions of subparagraph (ii) above after deducting from said proceeds all of Owner's reasonable expenses in connection with such reletting, including, without limitation, all reasonable and customary repossession costs, brokerage and management commissions, operating expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. User shall pay such current damages to Owner monthly on the days on which the Rent would have been payable under this Agreement if this Agreement were still in effect, and Owner shall be entitled to recover the same from User on each such day.

## **Article 20 DEFAULTS BY OWNER**

A. Should Owner default in the performance of any of the covenants on the part of Owner to be kept or performed and such default shall continue for 30 days after receipt of written notice from User stating the nature and extent of the default, or should any warranty or representation made by Owner be untrue and remain untrue 30 days after receipt of written notice from User specifying such untruth, User shall, at its option, in addition to any other remedy available at law or in equity, have the rights and remedies hereinafter set forth.

User shall, upon written notice, have the right to terminate this Agreement, and User shall thereafter be released from all further obligations or liabilities under this Agreement.

## **Article 21 DAMAGE TO PREMISES**

If at any time from and after the Commencement Date and continuing during the Term, the Premises is damaged or destroyed by fire or other casualty, Owner shall within 45 days from the date of said damage or destruction notify and inform User as to the amount of time required to restore the Premises to the condition existing prior to said damage or destruction (the "**Restoration Period**"). Within 20 days after receipt of said notice of the Restoration Period, User shall either:

(i) elect to terminate this Agreement, in which event the parties shall be released from all further obligations and liability hereunder; or (ii) elect to continue this Agreement and have Owner restore the Premises within the time period identified in the Restoration Period. In the event the repair or rebuilding of the Premises has not been completed within the Restoration Period, User may terminate this Agreement and the parties shall be released from all further obligations and liability hereunder. During any period that the damage or destruction is such as to render the use of the Premises impractical or impossible, as determined by User in its reasonable discretion, the Rent and other charges payable by User under this Agreement shall abate.

**Article 22**  
**EMINENT DOMAIN**

If any portion of or interest in the Premises shall be permanently or temporarily taken under any right of eminent domain or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of User, for User's use thereof, or in the reasonable judgment of User impairs the conduct of User's business in the Premises, User may terminate this Agreement by delivering notice to Owner within 30 days after such taking deprives User of possession of any portion of the Premises or of any other rights of User under this Agreement. Nothing contained herein shall prevent Owner and User from prosecuting claims in any condemnation proceedings for the values of their respective interests in the Premises and User shall have the exclusive right to claim any proceeds for the taking of User's trade fixtures, equipment or personal property and for relocation expenses. Owner acknowledges and agrees that any remediation of Hazardous Substances that interferes with User's use of the Premises shall be deemed to be a taking for purposes of this Article.

**Article 23**  
**NOTICES**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by any national overnight delivery service to each other party or by fax or email (with receipt confirmation and delivery of hard copy by one of the other methods of delivery specified in this Article 23) to the addresses shown in Article 1, or at such other address requested in writing by either party upon 10 days notice to the other party.

**Article 24**  
**COVENANT OF QUIET ENJOYMENT**

Owner represents and warrants that Owner is seized in fee simple title to the Premises, free, clear and unencumbered except as otherwise disclosed herein. Owner covenants that so long as User fulfills the conditions and covenants required of it to be performed, User will have non-exclusive peaceful and quiet possession of the Premises.

**Article 25**  
**HOLDING OVER**

If User remains in possession of the Premises or any part thereof after any termination or expiration of this Agreement, such holdover shall be treated as an automatic renewal of this Agreement for a month to month tenancy, subject to all the terms and conditions provided herein; except that User covenants to pay to Owner as Gross Monthly Rent during such tenancy 110% of the Gross Monthly Rent in effect immediately before expiration of the Term, in addition to all other Rent and other charges due hereunder. The provisions of this subparagraph shall survive the expiration or sooner termination of this Agreement.

**Article 26**  
**ESTOPPEL**

Within 10 days after a request therefor, User will execute, acknowledge and deliver an instrument, attaching a true and exact copy of this Agreement, stating, if the same is true, that (i) there are no amendments hereof (or stating what amendments there may be), (ii) that the Agreement is then in full force and effect, (iii) to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of User to be performed, (iv) that as of such date no default has been declared hereunder by either party or if a default has been declared, the nature of such default, and (v) such other information regarding this Agreement as reasonably requested.

**Article 27**  
**REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties.**

(i) Litigation. Owner represents and warrants that Owner has received no notice of any claims, causes of action or other litigation or proceeding pending or, to the best of Owner's knowledge, threatened with respect to the ownership, operation or environmental condition of the Premises or any part thereof.

(ii) Zoning. Owner represents and warrants that the Premises is currently zoned to allow the use of the Premises for User's intended use.

(iii) Authority. Owner represents and warrants that Owner has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Owner pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Owner is duly authorized. This Agreement and all documents to be executed pursuant hereto by Owner are binding upon and enforceable against Owner in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Owner or the Premises is subject or by which Owner or the Premises is bound.

(iv) Utility Systems. All utility systems, up to and including connections to the Premises, including without limitation the plumbing, electrical, gas, water, sewer, heating, venting and air conditioning and mechanical systems, shall be upon the Commencement Date, and shall remain throughout the Term, in good condition and working order.

## **Article 28 ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. Owner and User acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Agreement has been fully executed by both Owner and User.

## **Article 29 MISCELLANEOUS**

A. **Governing Law**. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Minnesota.

B. **Survival**. The representations, warranties and indemnities contained in this Agreement shall survive the termination or expiration of this Agreement.

C. **Interpretation**. The parties hereto agree that it is their intention hereby to create only the relationship of Owner and User, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

D. **Severability**. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

E. **Successors and Assigns**. Except as provided in Article 16, all covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

F. **Amendment, Modification, and No Waiver**. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

G. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. This Agreement may be signed and delivered by email and said emailed pages shall constitute originally executed and delivered documents.

H. **Enforcement; Attorneys Fees.** In the event that any party hereto is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

I. **Commissioner of Minnesota Management and Budget – Required Provisions.**

(i) **Agreement Renewal Not Guaranteed.** Owner may, at its sole option and discretion, allow this Agreement to expire at the end of its original term, and thereafter directly operate hockey programming on the Premises, or contract with some other entity to operate hockey programming on the Premises.

(ii) **Oversight.** User agrees to submit to reasonable oversight by Owner to ensure that User is financially stable and using the Premises to further the development of hockey programming in the City of Virginia. To accomplish this, at a minimum: (1) User's designated representative shall meet weekly with Owner's Parks and Recreation Director to review User's financial condition and current activities; and (2) User shall furnish written reports of its current financial condition and current activities on a monthly basis, which reports shall be considered and reviewed at Owner's monthly Department of Parks and Recreation public meeting.

Remainder of this page is blank

The parties hereto have executed this Agreement on the date set forth in the introductory paragraph hereof.

**USER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

**THE CITY OF VIRGINIA**

By: \_\_\_\_\_

Name: LARRY CUFFE, JR

Title: MAYOR

By: \_\_\_\_\_

Name: BRITT SEE-BENES

Title: CITY ADMINISTRATOR

## EXHIBIT A

### RULES AND REGULATIONS

1. User shall schedule and provide adult supervision for any and all hockey games or hockey practices involving User's coaches, members, participants, or invitees. User will provide an adult locker room attendant for each locker room that is being used. Adults shall be any person who is at least 21 years of age or older with designated authority to monitor, react, and correct any undesired behaviors by members, participants, or invitees,

2. All adult supervisors provided by User shall make and keep a written log of the names of all participants in any hockey game or hockey practice.

3. Arena will assign locker rooms for use by the User's teams. Changes will only be allowed with previous consent by Arena at least 72 hours in advance. All locker rooms used by User or its invitees shall be regularly kept clean and neat by User.

4. All adult supervisors provided by User shall ensure that all participants in any hockey game or hockey practice wear proper and approved safety equipment, comply with all of these rules, and comply with any rules posted within Iron Trail Motors Event Center.

5. The posted arena ice and locker room schedule is the official schedule and will be followed by the User. Changes will only be allowed with previous consent by Arena at least 72 hours in advance

6. If User obtains liability waivers from participants or their legal guardians, User agrees to provide copies of same to Owner upon request.

7. User shall keep a current written log with the names and addresses of all persons given keys to the Iron Trail Motors Event Center, which log shall be provided to Owner upon request.

8. No skate changing is allowed in the lobby area of Iron Trail Motors Event Center. All skate changes must be made in the locker rooms or in the aisles adjacent to the rink.

9. User will provide a requested game schedule to the arena no later than November 1st of each year for scheduling purposes. Any changes to the Users requested game schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

10. User will provide a requested practice schedule to the arena two weeks in advance for scheduling purposes. Any changes to the Users requested practice schedule will be communicated to the arena promptly. Arena reserves the right to deny schedule changes if not given notice of 72 hours.

**EXHIBIT B**

**ANNUAL RENTAL RATES**

<b>2023/24 Season</b>			
<b>Ice Rental Rate</b>			
	Hourly Rate		
Less than 100 Hour Commitment	\$ 175.00		
Commitment of 100 Hours	\$ 150.00		
Commitment of 200 Hours	\$ 142.50		
Commitment of 250 Hours	\$ 135.00		
Commitment of 300 Hours	\$ 127.50		
Commitment of 350 Hours	\$ 120.00		
<b>Hockey Support Rooms</b>			
Room	Months	Rate	Annual Amount
Dedicated Boys Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls Varsity Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Girls JV Locker Room	6	\$ 930.00	\$ 5,580.00
Dedicated Boys Coaches Office	12	\$ 360.00	\$ 4,320.00
Dedicated Girls Coaches Office	12	\$ 360.00	\$ 4,320.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00

<b>2022/23 School Year</b>			
Hourly Ice Rate	Hours		Total
\$ 115.00	350		\$ 40,250.00
Room	Months	Rate	
Dedicated Boys Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls Varsity Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Girls JV Locker Room	6	\$ 900.00	\$ 5,400.00
Dedicated Boys Coaches Office	12	\$ 350.00	\$ 4,200.00
Dedicated Girls Coaches Office	12	\$ 350.00	\$ 4,200.00
Shared Trainers Room	6	\$ 400.00	\$ 2,400.00
<b>Annual Total</b>			<b>\$ 72,650.00</b>

# **Rock Ridge Public Schools**

Laurentian Elementary  
North Star Elementary  
Parkview Elementary  
Rock Ridge High School

## **Emergency Crisis Manual and Procedures**



# Table of Contents

- Emergency Crisis Manual and Procedures*.....1
- Administrator and Community Agency Contact Information*.....3
- MERT (Medical Emergency Response Team)*.....4
- Assault* .....5
- Bomb Threat* .....6
- Demonstration* .....8
- Evacuation/Relocation* .....9
- Fight/Disturbance* .....11
- Fire*.....12
- Hazardous Materials* .....13
- Hostage* .....15
- Intruder*.....16
- Lockdown*.....18
- Media Procedures* .....20
- Medical Emergency* .....22
- Reverse Evacuation* .....24
- Severe Weather Shelter*.....25
- Severe Weather*.....26
- Tornado/Severe Thunderstorm/Flooding* .....26
- Sexual Assault* .....28
- Shelter–In–Place* .....30
- Shooting*.....31
- Student Reunification/Release* .....32
- Suicidal Threat or Attempt* .....33
- Suspicious Package or Mail* .....34
- Chemical/Biological Threat* .....34
- Terrorism* .....36
- Threat* .....38
- Threat Incident Report Form*.....40
- Weapons*.....42

# **Administrator and Community Agency Contact Information**

**Emergency ..... CALL 911**

<b>Administrator Contacts</b>	<b>Cell Phone Numbers</b>
<b>District (Admin building) ~ Noel Schmidt.....</b>	<b>(218) 410-3197</b>
<b>RRHS ~ Todd Griepentrog .....</b>	<b>(218) 404-9199</b>
<b>RRHS ~ Mark Winter .....</b>	<b>(507) 429-5456</b>
<b>Laurentian ~ Angie Williams.....</b>	<b>(218) 410-2882</b>
<b>Parkview ~ Sheena Stefanich .....</b>	<b>(218) 410-3143</b>
<b>North Star ~ Scott Manni.....</b>	<b>(218) 410-3134</b>
<b>District Maintenance ~ Mike Hoag .....</b>	<b>(218) 410-0184</b>
<b>District Transportation ~ Bob Voss .....</b>	<b>(218) 410-3130</b>
<b>District Technology ~ Bill Bryson.....</b>	<b>(218) 410-3180</b>
<b>Activities Director ~ Chad Hazelton .....</b>	<b>(218) 410-5824</b>
<b>Activities Director ~ Josh Lamppa.....</b>	<b>(218) 410-3162</b>

<b>Community Agencies Contacts.....</b>	<b>Cell Phone Numbers</b>
<b>Rock Ridge SRO John Hodgkins .....</b>	<b>(218) 410-3363</b>
<b>Eveleth Police Chief ~ Jesse Linde .....</b>	<b>(218) 349-2250</b>
<b>Gilbert Police Chief ~ Ty Techar .....</b>	<b>(218) 750-7594</b>
<b>Virginia Police Chief ~ Nicole Mattson.....</b>	<b>(218) 748-7510</b>
<b>St. Louis County Sheriff ~ Lt. Jason Lukovsky .....</b>	<b>(218) 390-8652</b>
<b>St. Louis County Sheriff ~ Div. Com Jon Skelton.....</b>	<b>(218) 780-3348</b>
<b>Minnesota State Patrol ~ Lt. Jason Nevala.....</b>	<b>(218) 735-3722</b>
<b>Gilbert Fire Department ~ Marc Kwiatkowski .....</b>	<b>(218) 750-0865</b>
<b>Fayal Fire ~ Steve Shykes.....</b>	<b>(218) 290-6527</b>
<b>Virginia Fire ~ Scott Fredrickson.....</b>	<b>(218) 290-0211</b>
<b>Eveleth Fire ~ Guy Spurlin .....</b>	<b>(218) 290-7121</b>

## MERT (Medical Emergency Response Team)

RRHS	LAURENTIAN	PARKVIEW	NORTHSTAR
Rob Hinrichs	Nikki Young	Sheena Stefanich	Laura Tassoni
Todd Griepentrog	Melissa Lautigar	Aubree Schiller	Sarah Thyen
Sean Streier	Katie Peterson	Pam Frazee	Elysa Kemen
Lori Ismil	Mike Kippley	Crystal Scuffy	Amana Morley
Tony Norland	Rob Hinrichs	Taylor Skoglund	Emma Peterson
Samantha Krage			Robert Hinrich
Misty Elliott			Misty Elliott
Laurie McDowell			
Laura Johnson			

### **AED Locations:**

Parkview: On the hallway wall outside the Main Office (nurse hallway)

North Star: On the hallway wall near the Main Office (nurse hallway)

Laurentian: Hallway leading to the gym on 1st floor  
Top of 1st/2nd grade wing stairs on 2nd floor

RRHS: Cleveland Cliffs Commons (near elevator)  
Athletic Commons (near stairwell)  
Near Performing Arts Center and Bezek Career Center

# Assault

## Critical Information

An assault is the intentional infliction of or attempt to inflict bodily harm upon another person. Early intervention may reduce or eliminate escalation of the incident.

When an assault occurs:

### Staff

- Notify building administration
- Ensure the safety of students and other staff
- Work as a team in response
- Use a calm voice and low tones in addressing the assailant
- If behavior escalates, shout “Stop!” and continue to use a calm voice
- Disperse onlookers and keep others from congregating
- Ensure first aid is rendered to all injured parties (see Medical Emergency procedures)
- Do not leave the victim alone
- Seal off area to preserve evidence for law enforcement
- Identify the assailant by name and description (e.g. clothing, height)
- If the assailant has left the building, determine direction and mode of travel
- If assailant leaves in a vehicle, provide description of the vehicle and license number
- Identify any witnesses

### Building Administration

- Call 911 and notify law enforcement
- Give type and number of injuries
- Advise if assailant is still in the building or on the property
- Give name and description of the assailant
- Give direction and mode of travel (vehicle type and description)
- Consider lockdown procedures
- Notify district administration
- Notify parents or legal guardians of students involved
- Make appropriate referrals to student services or student assistance team
- Document all actions taken by staff and complete incident reports

*[Minnesota Statute 121A.582 Subdivision 1. Student Discipline; Reasonable force standard.](#) (a) A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.*

# Bomb Threat

## Critical Information

ALL bomb threats must be taken seriously until they are assessed. Schools are primarily responsible for assessing the threat. The decision to evacuate rests with the school, not emergency responders, UNLESS a device is located.

Upon receiving a bomb threat:

### Staff

- Notify building administration
- Preserve evidence for law enforcement
  - If written threat, place note in paper envelope to preserve fingerprints
  - If the threat is written on a wall, photograph
  - If phoned threat, document all relevant information (see Threat Incident Report Form)
- Complete Threat Incident Report Form

### Building Administration

- Call 911 to notify law enforcement
- Assess the threat by using the Threat Assessment Procedures
- Consult with emergency responders, as time permits
- Determine credibility of threat
- Document all actions taken by staff

If the bomb threat is determined to be credible:

### Building Administration

- Initiate appropriate Lockdown procedures
  - Provide additional instructions as necessary
- Direct staff to implement scanning process for suspicious items
  - Bombs may be placed anywhere on school property — inside or outside
- Document all actions taken and findings by staff
- Determine if evacuation procedures should be initiated

### Staff

- Implement appropriate Lockdown procedures
- Scan classroom or assigned areas for suspicious items

- **Do not touch** any suspicious devices, packages, etc. If a device(s) is located, it should be pointed out to emergency responders
- Notify building administration of findings

If Evacuation Procedures are initiated:

### **Building Administration**

- Notify staff via phone system, hardwired PA system or by messenger. Do not use cell phones, radios or fire alarm system because of risk of activating a device
- Ensure evacuation routes and area(s) are clear of suspicious items

### **Staff**

- Implement Evacuation procedures
- Take emergency go-kit and class roster

*When responding to a bomb threat, law enforcement and first responders generally will not search a building unless requested. A bomb squad will generally not respond unless a suspicious package has been located.*

# Demonstration

## Critical Information

Demonstrations on school property could be deemed trespassing. Minnesota State Statute 609.605 gives a school building administrator authority to have persons removed from school property as trespassers if they are not authorized to be there.

If demonstration is near, but not on school property:

### Staff

- Notify building administration

### Building Administration

- Notify district administration
- Notify and consult with law enforcement in developing a plan of action
- Notify building staff
- Encourage staff not to participate in student-led or public demonstrations and to maintain the learning environment
- Monitor situation and make decisions based on developing information
- Consider communication venues (e.g. Web site posting, email)
- Consider lockdown with warning procedures (see Lockdown procedures)

If demonstration is on school property:

### Staff

- Notify building administration

### Building Administration

- Notify district administration
- Notify and consult with law enforcement
  - Identify who asks the demonstrators to leave
  - Develop an action plan
- Notify building staff
- Encourage staff not to participate in student-led or public demonstrations and to maintain the learning environment
- Consider lockdown with warning procedures (see Lockdown procedures)
- Ensure safe entry into and exit from the building
- Monitor situation and make decisions based on developing information
- Consider communication venues (e.g. Web site posting, email)

# Evacuation/Relocation

## Critical Information

Evacuation procedures are used when conditions are safer outside the building than inside the building.

Evacuation routes should be specified according to the type of emergency:

- Bomb threats: Building administrators notify staff of evacuation route dictated by known or suspected location of a device
- Fire: Follow primary routes unless blocked by smoke or fire. Know the alternate route
- Hazardous Materials: Total avoidance of hazardous materials is necessary as fumes can overcome people in seconds. Plan route accordingly

When implementing Evacuation procedures:

### **Building Administration**

- Determine evacuation routes based on location and type of emergency
- Announce evacuation
- Specify any changes in evacuation routes based on location and type of emergency
- Monitor the situation and provide updates and additional instructions as needed
- Announce “all clear” signal once it is safe to re-enter the building

### **Staff**

- Take emergency go-kit and class roster
- Take the closest and safest way out as posted or announced
- Use a secondary route if the primary route is blocked or hazardous
- Assist those needing special assistance
- Do not lock classroom doors when leaving
- Do not stop for student or staff belongings
- Go to assembly area

*When outside the building:*

- Check for injuries
- Account for all students
- Immediately report any missing, extra or injured students to building administration or incident command
- Continue to contain and maintain students
- Wait for additional instructions

When implementing Evacuation and Relocation procedures:

### **Building Administration**

- Determine whether students and staff should be evacuated to a relocation center
- Alert school emergency response team of emergency type and evacuation
- Notify relocation center
- If necessary, coordinate transportation or student process to relocation center
- Announce evacuation
- Specify any changes in evacuation routes based on location and type of emergency
- Notify superintendent's office and district public information office of relocation center address
- Implement reunification procedures at the relocation/reunification site
- Document the reunification of all students released

### **Staff**

- Take emergency go-kit and class roster
- Take the closest and safest way out as posted or announced
- Use a secondary route if the primary route is blocked or hazardous
- Assist those needing special assistance
- Do not lock classroom doors when leaving
- Do not stop for student or staff belongings
- Remain with class en route to the relocation center
- Take attendance upon arriving at the center
- Immediately report any missing, extra or injured students to building administration or incident command
- Continue to contain and maintain students
- Wait for additional instructions

When planning primary and secondary relocation sites, consider distance, accessibility, hours of operation, transportation and amenities (e.g. bathrooms, drinking water).

An agreement should be made with owners of non-district buildings that may be used for relocation/reunification sites that details usage and availability.

### **Primary Relocation Centers**

Parkview Elementary:	Iron Trail Motors Event Center
North Star Elementary:	Eveleth Hipp (23-24), Iron Trail Motors Event Center (24-25)
Laurentian Elementary:	Rock Ridge High School Gymnasium (Reunification Hippodrome)
Rock Ridge High School:	Laurentian Elementary, (Reunification, Hippodrome)

# Fight/Disturbance

## Critical Information

Not all fights are criminal in nature. Many fights or disturbances are spontaneous behavioral situations that should not elicit a significant response from law enforcement. They should be handled by school staff and follow school district disciplinary policies and procedures.

When a fight or disturbance occurs:

### Staff

- Notify building administration
- Ensure the safety of students and other staff
- Work as a team in response
  - One staff member seek administration assistance
  - One staff member address the disturbance
- Use a calm voice and low tones in addressing students
- If behavior escalates, shout “Stop!” and continue to use a calm voice to de-escalate the situation
- Disperse onlookers and keep others from congregating in the area
- Don’t let a crowd incite participants
- Separate participants
- Ensure that first aid is rendered to all injured parties (see Medical Emergency procedures)

### Building Administration

- Address the event according to school district discipline policy and procedures
- Notify parents or legal guardians of students involved in fight
- Notify district administration and law enforcement as indicated by school policy
- Make appropriate referrals to student services or student assistance team
- Document all actions taken by staff and complete incident reports

# Fire

## Critical Information

Smoke is just as dangerous as fire. Most fire deaths are due to smoke inhalation.

In the event of fire or smoke:

### Staff

- Activate fire alarm and notify building administration
- Check assigned locations where students may not hear alarm (e.g. washrooms, lunchroom, sound booths, dark rooms, pool, locker rooms)
- Implement evacuation plan for any students needing special accommodations
- Evacuate students and other staff to designated areas
- Take emergency go-kits and class roster
- If primary route is blocked or dangerous, use closest, safe exit
- If trapped by fire, implement Shelter-in-Place procedures
- Once outside, assemble a safe distance from building and emergency apparatus
  - Take student attendance
  - Report missing, extra or injured students to building administration

### Building Administration

- Call 911 and notify emergency responders
- Confirm address of school
- Provide exact location of smoke or fire
- Ensure fire alarm has sounded
- Notify district administration
- Meet with fire officer
  - Identify the location of fire
  - Advise location of injured persons
  - Provide names of any missing persons
- Determine if students need to be transported to an evacuation site
- Notify parents or legal guardians of student reunification and release procedures
- Signal “all clear” when safe to re-enter school building

### Additional Considerations

- Plan for accommodations for students or staff with special needs

# Hazardous Materials

## Critical Information

In the event of a natural or propane gas leak or odor – EVACUATE IMMEDIATELY.

In all other cases, first responders will take command of the situation and determine the steps to take regarding evacuation, shelter-in-place and ventilation systems (HVAC).

In the event of a hazardous material incident inside a school building:

### Staff

- Notify building administration
- Report location and type (if known) of the hazardous material
- Move students away from the immediate danger zone
- If safe, close doors to the affected area
- If implementing Evacuation procedures
  - Take emergency go-kits and class roster
  - Take attendance and report missing, extra or injured students to building administration
- Render first aid as needed

### Building Administration

- Call 911 and notify emergency responders
- Report location of leak or spill and type of material (if known)
- Report any students or staff missing or injured
- Develop an action plan with emergency responders (e.g. evacuation, shelter-in-place, shutdown ventilation system (HVAC))
- Notify district administration
- Move staff and students away from the immediate danger zone
- Keep staff and students from entering or congregating in danger zone
- Document all actions taken
- Report incident to Minnesota Duty Officer (800-422-0798 or 651-649-5451)

In the event of a hazardous material incident outside a school building:

### Staff

- Notify building administration
- Report location and type (if known) of hazardous material
- Move students away from the immediate vicinity of the danger
- If outside, implement Reverse Evacuation procedures

## **Building Administration**

- Monitor situation
- Notify district administration
- Consult with emergency responders
- Identify the need for evacuation
- Develop an action plan with emergency responders
- Consider implementing Shelter-in-Place procedures
- If there is an airborne release, shutdown ventilation system (HVAC)
- Notify parents or legal guardians of student reunification and release procedures
- Document all actions taken

# Hostage

## Critical Information

If the hostage-taker is unaware of your presence, ***Do Not Attract Attention!***

In the event of a hostage situation and you are taken hostage:

- Cooperate with the hostage-taker to the fullest extent possible
- STAY CALM, try not to panic; calm students if they are present
- Be respectful to the hostage-taker
- Ask permission to speak; do not argue or make suggestions

If you witness a hostage situation:

### Staff

- Notify building administration immediately
- Keep all students in their classrooms until further notice
- Wait for further instructions

### Building Administration

- Initiate Lockdown with Intruder procedures
- Call 911 and notify emergency responders
- If known, provide a description of the following:
  - Identity and description of the individual
  - Description and location of the incident
  - Number of hostages
  - Number of injuries
- Seal off area near hostage scene
- Students should be moved from exposed areas or classrooms to safer areas of the building
- As soon as possible, and only if it can be accomplished safely, assign a staff member to stand outside warning visitors of the danger, until law enforcement arrives
- When law enforcement arrives, they will take control of the situation
  - Continue to coordinate with law enforcement for the safety and welfare of students and staff
- Document all actions taken

*In planning, work with local law enforcement to identify their response methods and capabilities. At the beginning of each school year, provide them with updated building diagrams.*

# Intruder

## Critical Information

An intruder may be either well- or ill-intentioned. Early intervention may reduce or eliminate the escalation of the incident. There is always the potential that an intruder may possess a weapon or become violent.

*When interacting with a stranger at school, use the “I CAN” rule.*

***Intercept      Contact      Ask      Notify***

In the event an unauthorized person enters school property (intruder):

## Staff

- Politely greet the subject and identify yourself
- Consider asking another staff person to accompany you before approaching the subject
- Inform the subject that all visitors must register at the reception area
  - Ask the subject the purpose of his or her visit
  - If possible, attempt to identify the individual and vehicle
  - Escort the subject to the reception area
- If the subject refuses or his or her purpose is not legitimate, notify building administration that there may be an intruder in the school building
  - Attempt to maintain visual contact with the intruder until assistance arrives
  - If possible keep students away from the intruder
  - Take note of the subject name, clothing and other descriptors
  - Observe the actions of the intruder (e.g. where he or she is located in the school building, whether he or she is carrying a weapon or package)
- Back away from the subject if he or she indicates a potential for violence
- Allow an avenue of escape for both the intruder and yourself

## **Building Administration**

- Respond to call for assistance from staff
- Advise the subject they are trespassing and need to leave the school or law enforcement will be notified
- If the subject refuses or his or her purpose is not legitimate,
  - Consider initiating Lockdown procedures
  - Call 911 and notify law enforcement
  - Advise law enforcement of the intruder's location and provide a full description
  - Attempt to keep the subject in full view until law enforcement arrives while maintaining a safe distance
  - Provide all staff with a full description of the intruder
- Notify district administration
- Document all actions taken by staff

*[Minnesota State statute 609.605 subd.4](#) gives a school building administrator authority to have persons removed from school property as trespassers if they are not authorized to be there.*

# Lockdown

## Critical Information

Lockdown procedures are used to protect building occupants from potential dangers in the building (e.g. threats, intruders) or external threats that may enter the building.

Hold occurs when there is a threat outside the building or there are non-threatening circumstances that people need to be kept away from (e.g. medical emergency or disturbance).

Lockdown occurs when there is a threat or intruder inside the building

When implementing HOLD procedures:

### **Building Administration**

- Announce “hold”
- Repeat announcement several times
- Be direct. DO NOT USE CODES
- Bring people inside
- Lock exterior doors
- Control all movement
- Disable all bells
- Direct any movement by announcement only
- Announce “all clear” signal when the threat has ceased

### **Staff**

- Lock all exterior doors
- Cover exterior windows\*
- Keep students away from windows
- Continue classes. Move on announcement only
- Wait for further instructions

*\* Check with local law enforcement agencies regarding the covering of windows and doors.*

When implementing LOCKDOWN procedures:

(these actions happen rapidly)

### **Building Administration**

- Announce “LOCKDOWN”
- Repeat announcement several times.
- Be direct. DO NOT USE CODES
- Call 911 and notify law enforcement

- Direct all students, staff and visitors to the nearest classroom or secured space
- Classes outside the building SHOULD NOT enter the building
- Move outside classes to primary evacuation site
- Announce “all clear” signal when threat has ceased as authorized by law enforcement

## Staff

- Clear all students, staff and visitors from hallways immediately
- Follow ALICE procedures

(Note: ALICE is not designed to be sequential. Always call 911 when it is safe to do so and document students who are with you at all times.)

- **ALERT** – initial alert may be gunshot, PA announcement, etc. Avoid Code words
  - **LOCKDOWN** – If EVACUATION is not a safe option, barricade entry points into your room in an effort to create a semi-secure starting point. Prepare to EVACUATE or COUNTER if needed.
  - **INFORM** – The purpose of INFORM is to continue to communicate information in as real time as possible, if it is safe to do so. Information should always be clear, direction and in plain language, not using codes. Communicate through any means possible.
  - **COUNTER** – Create noise, movement, distance and distraction with the intent of reducing the shooter’s ability to shoot accurately. Counter is NOT fighting. Move toward exits while making noise, throwing objects, or adults swarm the shooter.
  - **EVACUATE** – Run from danger when it is safe to do so using non-traditional exits if necessary. Go to evacuation points.
- Assist those with special needs accommodations

# Media Procedures

## Critical Information

All media inquiries must be referred to the district information officer. The school district, in coordination with community response agencies, assumes responsibility for issuing public statements during an emergency.

When communicating with the media during an emergency:

## District Administration

- Designate a district public information officer (PIO) to coordinate all media communications for the school and school district.
- Designate a district spokesperson. If spokesperson is unavailable an alternate assumes responsibilities.
- In partnership with all involved agencies, establish a joint information center (JIC) away from the affected area. The JIC establishes one point of contact for the media and ensures the release of coordinated messages

## Public Information Officer

- Prepare and coach district spokesperson
- Coordinate with other responding agencies an area for media to shoot video footage and photographs safely and in accordance with school privacy policies and agencies protocols.
- DO NOT allow media to hinder emergency responders or be put in harm's way
- Provide regular updates and press releases and let media know when to expect the next update
- DO NOT say "No comment." It is okay to say "I don't know"
- Monitor media reports to ensure message accuracy. Provide media with any corrected information.
- Track rumors and ask the media to dispel inaccurate information
- Document all contact with media

## Building Administration

- Notify district administration and all staff of emergency event
- Direct all media contacts to district PIO
- Relay all factual information to district PIO
- If directed by district administration, designate a site spokesperson

- Update staff throughout the emergency, review details of the emergency and dispel rumors
- Inform district administration and PIO of any media presence at the building. Request on-site assistance with media if necessary

## **Staff**

- Direct all media contacts to district PIO

# Medical Emergency

## Critical Information

The role of school staff in a medical emergency is to provide care to the victim until first responders arrive. Staff should NOT provide any first aid beyond their training. Staff should comfort the victim and reassure him or her that medical attention is on the way. Before providing assistance, staff should survey the scene for additional hazards and ensure it is safe to render aid.

In the event a non-responsive or life-threatening injury or illness:

### Staff

- Send for immediate help (notify health office staff or school nurse) and Call 911
- Describe injuries, number of victims and give exact location
- Notify building administration
- DO NOT move the victim(s), especially if you suspect a head or neck injury, unless safety is a concern
- Check victim for medical alert bracelet or necklace
- Provide information to first responders
- Disperse onlookers and keep others from congregating in the area
- If possible, isolate the victim(s)
- Direct someone (e.g. staff, student) to meet and guide the first responders
- Assist emergency medical services personnel with pertinent information about the incident
- Complete an incident report and document all actions taken

### Building Administration

- Ensure 911 was called and provide any updated information
- Secure victim(s) medical emergency profile
- Activate school emergency response team
- Ensure someone (e.g. staff, student) meets and directs first responders
  - Provide any additional information about the status of the victim(s)
  - Provide information from the victim(s) medical emergency profile
- If needed, assign a staff member to accompany victim(s) to the hospital
- Notify district administration
- Notify victim(s) parents, legal guardians or emergency contact
- Activate Recovery procedures as appropriate
  - Conduct a debriefing
- Document all actions taken by staff

For medical emergencies related to life-threatening allergies:

- Students with life-threatening allergies should have emergency care plans completed by their parents or legal guardians and made accessible to school personnel
- Bus drivers and kitchen staff should be informed of students with known life-threatening allergies
- Encourage all employees with special health considerations to alert building administration

**AED Locations:**

Parkview: On the hallway wall outside the Main Office (nurse hallway)

North Star: On the hallway wall near the Main Office (nurse hallway)

Laurentian: Hallway leading to the gym on 1st floor

Top of 1st/2nd grade wing stairs on 2nd floor

RRHS: Cleveland Cliffs Commons (near elevator)

Athletic Commons (near stairwell)

Near Performing Arts Center and Bezek Career Center

(AED Supplies: face mask, alcohol prep pads, 4x4 dressing sponges, gloves, tape, gauze roll, razor, scissors, Child AED pads, Adult AED pads, note paper, pencil or pen.)

# Reverse Evacuation

## Critical Information

Reverse evacuation procedures are implemented when conditions inside the building are safer than outside. Reverse evacuation procedures are often implemented in combination with other procedures (e.g. lockdown, shelter-in-place) in order to ensure the safety of students and staff who are outside the building.

When implementing Reverse Evacuation procedures:

### **Building Administration**

- Make an announcement or sound alarm for reverse evacuation
- Direct staff to physically notify any classes that may be too far away from the building to hear the announcement or alarm
- Monitor the situation
- Provide staff with any updates or additional instructions
- Announce “all clear” signal when the emergency has ceased

### **Staff**

- Move all students and staff inside as quickly as possible
- Assist those needing additional assistance
- Report to classroom
- Take attendance
- Report any missing, extra or injured students to building administration
- Wait for further instructions

# Severe Weather Shelter

## Critical Information

Severe Weather Shelter procedures are implemented during a severe weather emergency. “DROP and TUCK” procedures are used in severe weather emergencies or other imminent danger to building or immediate surroundings.

When implementing Severe Weather Shelter procedures:

### **Building Administration**

- Make an announcement or sound alarm for severe weather emergency
- Move students and staff from any portable classrooms into a permanent building
- Announce “all clear” signal when the severe weather has ceased

### **Staff**

- Take emergency go-kit and class roster
- Take the closest and safest route to shelter in designated safe area
- Use secondary route if primary route is blocked or dangerous
- If outside, return to main building
- If in a portable classroom, go to a permanent building and designated safe area
- Assist those needing additional assistance
- Do not stop for personal belongings

### *Once in safe area*

- If appropriate, implement “drop and tuck” procedures
- Take attendance
- Report any missing, extra or injured students to building administration
- Remain in safe area until “all clear” is given by building administration
- Wait for additional instructions

When implementing “DROP and TUCK” procedures:

- Face an interior wall
- Drop to your knees and roll forward to the balls of your feet
- If physically unable to perform, sit on the floor
- Tuck your head down and place your hands on top of your head and neck
- Do not lie flat on the ground

[MN State Statute 121A.037](#) requires that schools practice at least one tornado drill annually.

# Severe Weather

## Tornado/Severe Thunderstorm/Flooding

### Critical Information

Tornado shelter areas are interior hallways, interior restrooms or rooms away from exterior walls and windows and large rooms with long-span ceilings in permanent structures. Building diagrams should be posted in each classroom highlighting routes to safe areas.

**Watches:** Indicate conditions are right for development of a weather hazard. Watches provide advance notice.

**Warnings:** Indicate a hazard is imminent or the probability of occurrence is extremely high.

**If a tornado or severe thunderstorm WATCH includes all or part of the district area:**

### District Administration

- Monitor National Weather Service (NOAA) weather radio, all-hazard or emergency alert radio
- Notify impacted schools, buildings and programs in the district

### Building Administration

- Monitor National Weather Service (NOAA) weather radio, all-hazard or emergency alert radio
- Activate appropriate members of the school emergency response team to be aware of potential weather changes
- Notify head custodial staff of potential utility failure
- Consider moving all persons inside building(s)
- Consider closing windows
- Review severe weather sheltering procedures and location of shelter areas

### Staff

- Review "Drop and Tuck" procedures with students

**If a tornado or severe thunderstorm WARNING has been issued or a tornado has been spotted near the school:**

### District Administration

- Notify impacted buildings and programs in the school district

- Continue to monitor National Weather Service (NOAA) weather radio, all-hazard or emergency alert radio or television stations
- Provide any updated information to impacted schools, buildings and programs

### **Building Administration**

- Activate appropriate members of the school emergency response team of a change in weather status
- Initiate Severe Weather Shelter Area procedures
- Move students and staff out of portable classrooms and into a permanent building
- Notify parents and legal guardians according to district policy

### **Staff**

- Initiate Severe Weather Shelter Area procedures
- Close classroom doors
- Take emergency go-kit and class roster
- Ensure students are in “tuck” positions
- Take attendance and report any missing, extra or injured students to building admin
- Remain in shelter area until an “all clear” signal is issued
- In the event of building damage, evacuate students to safer areas
- If evacuation does occur, do not re-enter the building until an “all clear” signal is issued

## **If flooding occurs near or at a school:**

### **District Administration**

- Monitor NOAA weather radio, all-hazard or emergency alert radio stations
- Develop action plan with local emergency management officials & transportation coord.
- Notify any impacted buildings or programs in the district

### **Building Administration**

- Review evacuation procedures with staff
- Notify relocation centers
- Determine an alternate relocation center if primary and secondary centers are affected
- Notify transportation resources
- If district officials and emergency responders advise evacuation, do so immediately
  - Notify parents or guardians of evacuation and relocation

### **Staff**

- Initiate Evacuation procedures as directed
- Take emergency go-kit and class roster
- Take attendance and report any missing, extra or injured students to building administration

# Sexual Assault

## Critical Information

Sexual assault is a crime of violence. For the victim, it is often an experience of fear, humiliation, violence and loss of control. Victims may experience a full range of emotional reactions. It is extremely beneficial for the victim to seek support regarding the assault.

Schools should address sexual assault as a crisis or emergency when:

- A rape or sexual assault occurs on campus
- A member of the victim's family or friend requests intervention
- Rumors or myths of an alleged incident are widespread and damaging

In the event of a sexual assault or notification of a sexual assault:

## Staff

- Notify building administration immediately
- Complete all required reports
- Maintain confidentiality during the investigation
  - Direct the individual (e.g. student or staff) not to repeat any information elsewhere in the school, especially if not the direct victim
- *Do not leave the victim alone*
- Ensure the short-term physical safety of the victim
- Notify the school nurse or student services to provide care and secure immediate medical treatment if needed
- If appropriate, preserve all physical evidence

## Building Administration

- Maintain confidentiality during the investigation
  - If a staff person heard the report, instruct them not to repeat anything or give any information within or outside the school unless specifically told to do so
- If assault occurred on campus
  - Notify appropriate law enforcement
  - Notify local rape crisis center
- Designate a school counselor or staff member who has a positive relationship with the victim to review the types of support she or he may need
- Determine needs for peer support
- Encourage the victim to seek support from a rape crisis center

- Take action to control rumors
- Document all actions taken by staff and complete incident reports
- Store all records related to sexual assault incidents and services provided in a confidential administrative file

*A sexual assault examination is an important piece of evidence in a sexual assault investigation. The exam should be performed as soon as possible to preserve quality and quantity of the evidence. A trained medical professional will perform the exam. The victim must be advised on how to protect the evidence she or he may have. The victim must be told not to douche, bathe, shower, wash or throw away the clothing she or he was wearing at the time of the sexual assault.*

# Shelter–In–Place

## Critical Information

Sheltering in place is used when evacuation would put people at risk (e.g. environmental hazard, blocked evacuation route). Sheltering in place provides refuge for students, staff and the public inside the school building during an emergency. Shelters are located in areas of the building that maximize the safety of inhabitants.

When sheltering-in-place:

### **Building Administration**

- Announce students and staff must to go to shelter areas
- Close all exterior doors and windows, if appropriate
- Turn off ventilation system (HVAC), if appropriate
- Monitor the situation
- Provide updates and instructions as available
- Announce “all clear” when the emergency has ceased

### **Staff**

- Clear the halls of students and staff immediately and report to the nearest available classroom or other designated shelter area
- Assist those with special needs
- Take emergency go-kit and class roster
- Take attendance and report any missing or extra students to building administration or incident commander
- Do not allow anyone to leave the classroom or shelter area
- If there appears to be air contamination within the shelter area, place a wet handkerchief or wet paper towel over the nose and mouth for temporary respiratory protection

*If sheltering-in-place because of an external gas or chemical release*

- Close and tape all windows and doors
- Seal the gap between the floor and the bottom of the door

*If sheltering-in-place because all evacuation routes are blocked*

- Seal door
- Open or close windows as appropriate
- Limit movement and talking
- Communicate your situation to administration or emergency officials
- Stay away from all doors and windows
- Wait for instructions

# Shooting

## Critical Information

School policies should address who has the authority to initiate lockdown procedures in all schools and buildings.

If a person displays a firearm, begins shooting or shots are heard:

### Staff

- Seek immediate shelter for staff and students
- Initiate Lockdown procedures
- Notify building administration
- Provide location of the shooting, if known
- Take attendance and notify the building administrator of missing students or staff as soon as the threat is removed

### Building Administration

- Initiate Lockdown procedures
- Call 911 and notify emergency responders
- Provide the following information, if known:
  - Location of shooter(s)
  - Description, identity and number of shooters
  - Description of weapon(s)
  - Number of shots fired
  - Is shooting continuing?
  - Number of injuries
- Notify district administration
- Document all actions taken by staff
- Implement Media procedures
- Implement Recovery procedures

*Work with local law enforcement to identify their response methods and capabilities. Provide law enforcement updated building diagrams at the beginning of each school year.*

# Student Reunification/Release

## Critical Information

Student reunification and release procedures should be communicated to parents at the beginning of each school year when reviewing school safety procedures. The procedures should be included in the student handbook distributed at the beginning of the school year.

When implementing Student Reunification/Release procedures:

### **Building Administration**

- Designate a location for reunification of students with authorized adults (e.g. parents, legal guardians or others authorized in student's emergency information)
- Notify district administration
- Coordinate messages to parents through BrightArrow
- Notify emergency responders for assistance with traffic control, crowd control and medical needs as needed
- Activate staff assigned to set up the location for reunification.
- Assign staff to take most current student emergency contact/pick up information to the site along with other reunification supplies
- Request transportation for students and staff including special needs transportation
- Provide for behavioral health services at the reunification site for students and parents
- Ensure documentation of release of students

# Suicidal Threat or Attempt

## Critical Information

Writing, talking or even hinting about suicide must be taken seriously. Immediate intervention is essential. Student confidentiality is superseded by the need for student safety.

In the event a staff member believes a student is a suicide risk or has attempted suicide:

### Staff

- Stay with the student until assistance arrives
- Notify school administration, counselor, social worker or school psychologist
- Ensure short-term physical safety of the student, provide first aid if needed
- Listen to what the student is saying and take the threat seriously
  - Assure the student of your concern
  - Assure the student you will find help to keep him or her safe
  - Stay calm and don't visibly react to the student's threats or comments
  - Do not let the student convince you the crisis is over
  - Do not take too much upon yourself. Your responsibility is limited to listening and providing support until the student can receive appropriate medical care or counseling

### Building Administration

- Call 911 if the student needs medical attention, has a weapon, needs to be restrained or a parent or guardian cannot be reached
- Determine a course of action with social worker or other mental health professional
- Contact student's parent or guardian and make appropriate recommendations
- Do not allow the student to leave school without a parent or guardian
- Notify district administration
- Document all actions
- Follow-up and monitor to ensure student safety
- Implement Recovery procedures

*School staff must exercise caution when discussing an attempted suicide or death by suicide with students. When the incident becomes public knowledge, it is best to request permission from the family to discuss it with students in order to address emotional reactions within the school community.*

# **Suspicious Package or Mail**

## **Chemical/Biological Threat**

### **Critical Information**

Characteristics of a suspicious package or letter include excessive postage or excessive weight; misspellings of common words; oily stains, discolorations, or odor; no return address or a city or state postmark that does not match the return address; or a package that is not anticipated by someone in the school or is not sent by a known school vendor.

If you receive a suspicious package or letter by mail or delivery service:

### **Staff**

- DO NOT OPEN package or letter
- Notify building administration
- Limit access to the area where the suspicious letter or package is located to minimize the number of people who might directly handle it
- Preserve evidence for law enforcement

### **Building Administration**

- CALL 911 and notify law enforcement
- Notify district administration
- Document all actions taken by staff

If a letter/package contains a written threat but no suspicious substance:

### **Staff**

- Notify building administration
- Limit access to the area in which the letter or package was opened to minimize the number of people who might directly handle it
- Preserve evidence for law enforcement
- Complete Threat Incident Report Form

### **Building Administration**

- Call 911
- Preserve evidence for law enforcement and turn the letter or package over to law enforcement
- Document all actions taken by staff

If a letter or package is opened and contains a suspicious substance:

**Staff**

- Notify building administration
- Limit access to the area in which the letter or package was opened to minimize the number of people who might directly handle it
- Isolate the people who have been exposed to the substance to prevent or minimize contamination
- Preserve evidence for law enforcement
- Complete Threat Incident Report Form

**Building Administration**

- Call 911
- Preserve evidence for law enforcement
- Turn the letter or package over to law enforcement
- Consult with emergency officials to determine:
  - Need for decontamination of the area and the people exposed to the substance
  - Need for evacuation or shelter-in-place
- Notify district administration
- Notify parents or legal guardians according to district policies

*When sorting mail, staff should always be aware of the characteristics of a suspicious package or letter. When a suspicious package or letter has been identified, these procedures should be implemented immediately.*

# Terrorism

## Critical Information

Terrorism is the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives (Federal Bureau of Investigation).

Most terrorism events are at a national or international level. Initially, domestic or local events will be perceived as a criminal act and not immediately recognized as terrorism.

In the event of an attack within the United States:

### District Administration

- Monitor the situation
- Consult with local law enforcement and emergency management agencies
- Develop an action plan
  - If school is in session, consider a district wide lockdown with warning (see Lockdown procedures) or student release
- Notify all building administration
- Implement district-wide behavioral health crisis intervention procedures
- Notify parents or legal guardians of actions taken
  - Availability of counselors
  - If implementing Lockdown procedures, instruct parents not to come to the school
  - If implementing Student-Release procedures, notify parents of reunification plan
- Re-evaluate action plan as new information develops

### Building Administration

- Monitor the situation
- Consult with district administration
- Implement district-wide action plan
- Implement behavioral health crisis intervention procedures
- Notify all staff
- Allow teachers to suspend regular learning programming
- Provide opportunities for students to meet with student services staff

### Staff

- Inform students of the incident in an age appropriate manner
- Stay calm and address student concerns

- Limit access to media outlet (e.g. television, radio, internet)
- Answer student questions honestly
- Do not allow students to speculate or exaggerate graphic details
- Decide whether or to temporarily suspend regular learning programming adjusting lesson plans to include discussion and activities about the event
- Monitor student behaviors and reactions and make referrals to appropriate student services staff

*It is important to restore the learning environment as soon as possible, maintaining structure and stability throughout the school day. Try to engage in classroom activities that do not focus solely on the attacks. Children are comforted by normal routines and "back-to-normal" activities will help and reassure them.*

# Threat

## Critical Information

A threat is the expression of intent to harm one's self, another person or property. A threat can be spoken, written, or symbolic (e.g. a gesture). A threat can be direct, indirect, veiled or conditional. A threat may be a crime. All threats must be taken seriously and evaluated to address imminent danger and determine course of action.

In the event of IMMEDIATE danger:

## Staff

- Take immediate action to secure or isolate the individual making the threat
- Prevent access to potential weapons
- Prevent access to the individual's backpack, purse, locker, cell phone or other personal property that may contain a weapon
- Take immediate action to move others from harm's way (in the immediate vicinity of the incident)
- Notify building administration

## Building Administration

- Initiate Lockdown with Intruder procedures
- CALL 911
- Notify district administration
- Document the incident

If threat is identified but there is no immediate risk:

## Staff

- Complete a Threat Incident Report Form
- Notify building administration and student services staff
- Maintain confidentiality

## Building Administration

- Convene the appropriate staff to evaluate the threat (e.g. Threat Assessment Teams or Student Assistance Teams). Use Threat Assessment guidance to determine threat credibility
- Notify law enforcement, if appropriate
- Conduct search of school and personal property, if needed

- Interview the individual posing a threat
- Develop an action plan
- Notify district administration
- Contact parents or legal guardians
- Inform them of the situation, any concerns and course of action
- Obtain permission to exchange information between agencies
- Document any referrals, actions taken and decisions made
- Implement Recovery procedures

# Threat Incident Report Form

## All Threats

Date:

Time:

Location:

Recorded by:

Means of threat:    Phone    Written    Face-To-Face    Suspicious Package

Students involved:

Staff involved:

## Phone Threat

Phone number shown on the caller ID:

Exact words of the threat:

*Critical questions for caller:*

Where is the bomb, chemical or other hazard?

What does it look like?

What kind of bomb or hazard is it?

When is it going to explode or be activated?

What will cause it to explode or be activated?

Did you place the bomb or hazard?    Yes    No

Who did?

Why did you place the bomb or hazard?

What is your name?

Where are you calling from?

What is your address?

Caller's voice (*circle all that apply*)

Calm	Stressed	Deep	Crying	Squeaky	Incoherent	Normal
Stutter	Disguised	Nasal	Loud	Raspy	Broken	Young
Giggling	Slow	Lisp	Soft	Slurred	Rapid	Middle Aged
Laughter	Distinct	Sincere	Angry	Drunken	Excited	Old

Accent:

Is the voice familiar?    Yes    No   Who does it sound like?

Background noises (*circle all that apply*)

Voices  
Clear  
Horns  
Motor

Airplanes  
Static  
House noises  
Phone Booth

Street noises  
Animals  
Party  
PA System

Vehicles  
Trains  
Quiet  
Bells

Music  
Factory Machines  
Other

## **Written Threat**

Describe:

Where found?

Unusual markings:

Documentation and reporting trail:

## **Face-To-Face Threat**

Who made the threat?

Exact words:

To whom was the threat directed?

Documentation and reporting trail:

## **Suspicious Package**

Describe:

Where found?

Unusual markings:

Documentation and reporting trail:

# Weapons

## Critical Information

Student access to weapons creates significant risk within a school environment. Early intervention may reduce or eliminate escalation of the incident.

If you are aware of a weapon on school property:

### Staff

- Notify building administration immediately and provide the following information:
  - Location, identity and description of the individual
  - Description and location of weapon(s)
  - Whether the individual has threatened him or herself or anyone else
- Limit information to staff and students on a need to know basis
- Stay calm and do not call attention to the weapon

### Building Administration

- Call 911 to report that a weapon is in school
  - Provide location, identity and description of the individual
  - Provide description and location of weapons
- Develop an action plan for response
  - If the weapon is located on an individual, isolate the individual
  - If the weapon is in a locker or in a backpack, prevent access to that area
- Determine whether to initiate Lockdown, Evacuation or other procedures
- Notify district administration
- Conduct weapon search, if needed
- DO NOT approach the individual alone. Consider these factors:
  - Need for assistance from law enforcement
  - Best time and location to approach individual
  - Description, location and accessibility of weapon(s)
  - Safety of persons in the area
  - State of mind of the individual
- If the individual displays or threatens with the weapon(s):
  - DO NOT try to disarm him or her
  - Avoid sudden moves or gestures

- Use a calm, clear voice
- Instruct the individual to place the weapon down
- Use the individual's name while talking to them
- Allow for escape routes. Back away with your hands up
- If the individual is a student, notify parent or guardian
- Document all actions taken by staff
- File report according to district policy

*Staff members should be familiar with definitions of weapons within their school district's policies.*



# **Paraprofessional Handbook**

**Rock Ridge Public Schools**

**2023-2024**

# Table of Contents

Welcome to Rock Ridge Public Schools .....	3
Role of a Paraprofessional .....	4
Job Responsibilities and Duties .....	4
Mandatory Reporting.....	4
Appropriate Responsibilities:.....	5
Student’s Schedule .....	5
Expectations:.....	6
Comparison of Supervising Teacher and Paraprofessional Duties.....	7
Getting to know an Individual Student.....	8
What is an Individualized Education Plan? .....	8
Communicating with parents and families.....	8
Professional Ethics.....	9
Accepting Responsibilities:.....	9
Relationships with Students and Parents:.....	9
Respectful interactions with students .....	9
Maintaining Confidentiality .....	10
Communicating with parents and families.....	10
Tips for a Paraprofessional .....	11
Categorical Disabilities .....	12

# Welcome to Rock Ridge Public Schools

Greetings,

Welcome to our school district, to your school, classroom(s), and team(s). We are very excited to have you here. We hope that your employment with the district will be filled with positive growth and learning for you, as well as, for the students and teachers with whom you work alongside every day.

Your role is to assist students in meeting their education and needs. We are providing this handbook as one way to share some general information to support you in your day-to-day work with the students and staff, as well as, to share the district's expectations of you as you serve in your role. Please familiarize yourself with the information in this handbook. After reviewing the handbook, if you have any further questions, comments, or concerns about your role as a paraprofessional, please contact your supervisor or administrator in your building.

We are confident that our school community will benefit in many ways from your contributions to the students and staff. We are happy to provide you with ongoing training, direction, and support to help you be the best you can be and to further develop your many tasks and skills as a paraprofessional.

We wish you a great school year!

# Role of a Paraprofessional

Paraprofessionals play a vital role in today's classrooms. Under the supervision of teachers, paraprofessionals provide assistance to a classroom teacher, performing a variety of tasks relating to the physical and instructional needs of students in a classroom setting; assist in the implementation of instructional programs, including self-help and behavior management as well as instruction. The special education paraprofessional performs related duties as required or assigned.

## Job Responsibilities and Duties

Paraprofessionals participate as active team members in a variety of ways. Each program and level contains specific challenges and routines that are unique to the program. Your duties will vary from building to building, program to program, and student to student. In general, you are considered a "building professional" and although you may be assigned primarily to one teacher, you may also be asked to perform tasks for any other special education teacher in the building or work with any other special education student. Your location assignment may also change based on programming needs. This will be done at the discretion of the administrator in your assigned building.

All the possible duties that you may assume cannot be listed here. In each case, you should receive communication from your supervising teacher.

## Mandatory Reporting

All public school employees have a responsibility to be mandatory reporters under the Abused and Neglected Child. Bring any concerns or questions you may have to your supervisor, principal, or social workers immediately.

## Appropriate Responsibilities:

- Assess student needs and progress, under the teacher's direction
- Assist individual students in performing activities as directed
- Supervise special education students in the hallway, lunch room, and playground
- Assist in monitoring supplementary work and independent study
- Reinforce learning in small groups or with individuals while the teacher works with other students
- Provide assistance with individualized programmed materials
- Assist in carrying out programs of support staff: Speech/Language Therapists (SLP), Occupational Therapists (OT), and/or Physical Therapists (PT)
- Assist the teacher in observing, recording, and behavior and implementing Behavior Improvement Plan
- Maintain a healthy and safe environment.
- Assist students with hygiene needs. This may include toileting and hygiene skills.
- Lift/transfer individuals from floor to wheelchair, chair to floor, chair to various other furniture/equipment (after receiving proper training from therapists or teacher)
- Run a small group under the direction of the teacher
- Adapt work or classroom materials under the supervision of a teacher
- Other duties assigned based on programming needs.

## Student's Schedule

You will need to be familiar with the student's daily schedule. While the schedule may change or be modified over time you will need to know where the student(s) you are working with are supposed to be throughout the school day. If you have not already received a schedule, please request the schedule from the student(s) case manager. It will also be helpful if you familiarize yourself with the activities, times, and schedule of the school such as the bus and lunch schedules, and the other routines of the building.

## Expectations:

- Read and understand your AFSCME Master Agreement
- Read and understand your Paraprofessional Handbook
- Make sure you fully understand your job assignment and what it entails.
- Have good attendance. Understand and manage your leave appropriately. Your student and case manager depend on you.
- Be on time (this means ready to work with your student at your designated start time.) *This does not mean punch in at your start time.*
- Read and understand the student(s) IEP/information prepared for you by your SpEd or classroom teacher. Understand that this information is confidential.
- Understand the chain of command. If you have a question, ask your case manager. If that person cannot answer it, go to your building principal.
- Make sure you understand the procedure for processing sick leave.
- Make sure you have TOC (Teachers On Call) information.
- Take your breaks and lunch duty in a timely fashion.
- Make sure you understand that everything that happens in school is confidential. Never talk about your student in public. Refer parents to the case manager.
- Make sure you understand that the district has the right to ask for a doctor's note for requested sick leave. Sick leave must be approved by your building principal.
- Please understand that vacation time and personal time must get approved by the principal to secure a substitute.
- Time off without pay is not allowed, or only given in extreme circumstances (unless approved by the school board). Questions – see your building admin.
- Make sure you know what to do in a lockdown situation and fire drill. (Talk to your case manager/teacher.)
- Know where the EXITS are no matter what classroom you are in.
- Cell phones should be used during your breaks—unless you have an emergency for yourself or your student.
- Make sure your school email is set up and working. Check your email daily.
- Check your mailbox daily.
- Dress in a “Business Casual” manner. The more professional you look, the more respect you will get.
- Make sure you understand how and where to “clock in.”
- Work as a team. Keep students as your focus. You are their role model as much as a teacher, maybe even more given the time you spend with your student.

# Comparison of Supervising Teacher and Paraprofessional Duties

## Supervising Teacher

1. Diagnose educational needs and help the team to develop an IEP plan
2. Plans instructional programs for students who they are servicing
3. Grades student performance
4. Takes complete responsibility for new concepts, skills, activities
5. Revises instructional program to meet the student's needs and academic levels
6. Design instructional materials to teach direct instruction.
7. Designs and implements behavior and intervention plans
8. Communicates with parents/guardians.
9. Responsible for discipline
10. Attends in-service meetings

## Paraprofessional

1. Collects data associated with informal assessment, IEP goals, and behavior charts
2. Assists with the planning process: copies, transcribes, types, files, etc.
3. Checks over students' completed work.
4. Reinforces and review concepts and skills. Assists students with activities from the teacher
5. Monitors student progress in instructional programs and reports this to the teacher
6. Constructs materials for the student as designed by the supervising teacher
7. Monitors and reinforces student performance during behavioral interventions
8. Maintains records that are shared with the parents.
9. Guide students' behaviors by following their behavior management plan.
10. Attends professional development meetings

## Getting to know an Individual Student

Throughout the school year, you will learn many things about all of the students in the classrooms in which you work. Given the nature of your job, there are specific student(s) with whom you will work more closely and for whom you will need more information. This section identifies ways that you can become familiar with the interests, unique characteristics, abilities, and needs of the individual student(s) that you support.

## What is an Individualized Education Plan?

All students receiving special education services have an individualized education plan (IEP). Among other information, the IEP contains a list of the student's learning priorities for the school year. These are stated as annual goals and short-term objectives. The IEP is developed each year by the student's educational team which consists of personnel from school, the student's parents/guardians, and may include the student with a disability. When you are providing support to a student with an IEP, it is important that you have a working knowledge of what the individual student(s) learning priorities are and how you will support the student in moving closer to achieving those learning priorities. Please talk with the case manager of the student(s) whom you will be working with to review the IEP with them. (Note: Information on an IEP is confidential and can be communicated only with members of the student's IEP team. Do not share this information with other individuals.)

## Communicating with parents and families

Given your close proximity to students, you may sometimes come in direct contact with parents or other family members. Ongoing communication with parents is the responsibility of the case manager and classroom teacher. However, there may be situations in which you are the person to whom parents initially communicate a need or questions. Be sure to inform the teachers about the information discussed.

# Professional Ethics

## Accepting Responsibilities:

- Engage only in non-instructional and instructional activities for which you are qualified or trained.
- Do not communicate progress or concerns about students to parents, community members, or other teachers.
- Refer concerns expressed by parents, students, or others to your teacher.
- Recognize the supervisor has the ultimate responsibility for instruction and management and follow the prescribed directions.
- Help to see that the best interests of individual students are met.

## Relationships with Students and Parents:

- Discuss a child's progress, limitations, and/or educational program only with the supervising teacher in an appropriate setting.
- Express differences of opinion with your supervising teacher only when students are absent from the room. Never discuss personal matters in front of other staff or students.
- Discuss school problems and confidential matters only with appropriate personnel.
- Do not engage in discriminatory practices based on a student's handicap, race, sex, cultural background, or religion.
- Respect the dignity, privacy, and individuality of all students, parents, and staff members.
- Be a positive role model.

## Respectful interactions with students

You may develop a close relationship with the student(s) you support on a daily basis. Thus, it is important that you consider what interactions are the most respectful to the student(s) and those around him or her. Your body language, tone of voice, facial expression, choice of words, and age-appropriate language all need to be considered when communicating with the student(s).

# Maintaining Confidentiality

Confidentiality is an important aspect of your job as a paraprofessional. Through your work, you will learn information about students and families. Such information is personal and private and must not be shared beyond the family and team. Not only is it potentially disrespectful to do so, but it is also illegal. Beyond students with disabilities, the privacy rights of all students and families who are associated with your school must be regarded. Following are suggested guidelines for maintaining confidentiality:

1. Never discuss information about a student in a public place (e.g., faculty lounge, hallway, grocery store).
2. Never discuss information about one student with the parents of another student.
3. Never discuss information about one student with another student.
4. Never discuss information about a student with school personnel who are not considered a member of that student's service-providing team.
5. If you need the information to help you better serve the student(s) you are working with, talk to your assigned case manager.
6. Do not create your own personal files on a student or family.

## Communicating with parents and families

Given your close proximity to students, you may sometimes come in direct contact with parents or other family members. Ongoing communication with parents is the responsibility of the case manager and classroom teacher. However, there may be situations in which you are the person to whom parents initially communicate a need or questions. Be sure to inform the teachers about the information discussed.

## Tips for a Paraprofessional

1. Allow your students to be as independent as possible. In general, the less work that you do for your student the better. It may be frustrating, but that is the only way the student will learn.
2. Spend most of your time asking questions, listening, writing, and helping students think for themselves.
3. Be sensitive to the existence of emotional or psychological problems, which may be affecting the performance of the young person. However, it is not your responsibility to handle these problems. Bring them to the attention of the student's IEP manager, school principal, or social worker.
4. Avoid assuming the role and responsibilities of other professionals and parents. Your job is to assist these people, not replace them.
5. Be patient and reinforce positively when a goal is met. Progress may sometimes be slow, but always point out the effort and accomplishment.
6. Be sensitive in communicating with your student. More than anything, be a careful listener.
7. Be positive.
8. Don't be judgmental or stereotype your students. Don't let them just get by.
9. When a student needs assistance, encourage them to try first, and then to ask for help.
10. Encourage students to be responsible for listening to directions. Ask them questions to find out what they understand.
11. Assist and praise all students in the class, not just the student you are helping.
12. Allow students to make as many decisions for themselves as possible.
13. Give them choices.
14. Encourage all students to accept, support, trust and assist each other.
15. On occasion, model how to help a student and move away to let a peer take over.
16. Have fun and help students to have fun.

# Categorical Disabilities

Minnesota has 13 categorical disability areas. A team of qualified professionals, including parents, determines whether a student meets the criteria in one of the 13 areas and is in need of special education services.

## **Severely Multiply Impaired**

Students with severe multiple impairments (SMI) meet the criteria for two or more of six categorical areas: deaf or hard of hearing, physically impaired, developmental cognitive disability (severe/profound), visually impaired, emotional or behavioral disorders, and autism spectrum disorders. These students receive special education services from dedicated professionals in a variety of settings.

## **Blind-Visually Impaired**

"'Visually impaired' means a medically verified visual impairment accompanied by limitations in sight that interfere with acquiring information or interaction with the environment to the extent that special education instruction and related services may be needed." A student with visual impairments and a functional need may be considered for special education under the Blind – Visually Impaired (BVI) category.

## **Developmental Delay**

A child up to age seven who is experiencing a measurable delay in development according to diagnostic instruments and procedures fits the Developmental Delay (DD) disability category.

## **Deaf and Hard of Hearing**

"Deaf and hard of hearing" means a diminished sensitivity to sound, or hearing loss, that is expressed in terms of standard audiological measures. Hearing loss has the potential to affect educational, communicative, or social functioning which may result in the need for special education instruction and related services.

## **Developmental Cognitive Disabilities**

Developmental Cognitive Disability (DCD) is defined as a condition that results in intellectual functioning significantly below average and is associated with concurrent deficits in adaptive behavior that require special education and related services.

## **Physically Impaired**

Students determined to be Physically Impaired (PI) have medically diagnosed, chronic, physical impairment, either congenital or acquired, that may adversely affect physical or academic functioning and result in the need for special education and related services. Examples of diagnoses that may meet these criteria are cerebral palsy, spina bifida, muscular dystrophy, and spinal cord injuries.

## **Specific Learning Disabilities**

Minnesota uses the federal definition of Specific Learning Disability (SLD). SLD is a disorder in one or more of the basic psychological processes involved in understanding or in using spoken or written language. The disability may be exhibited as an imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations. SLD also includes conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

## **Emotional or Behavioral Disorders**

Emotional Behavior Disorders (EBD), students must demonstrate behavioral consistency by having an established pattern of one or more of the following emotional or behavioral responses:

- A. withdrawal or anxiety, depression, problems with mood, or feelings of self-worth;
- B. disordered thought processes with unusual behavior patterns and atypical communication styles; or
- C. aggression, hyperactivity, or impulsivity.

The established pattern of emotional or behavioral responses must adversely affect educational or developmental performance, including intrapersonal, academic, vocational, or social skills; be significantly different from appropriate age, cultural, or ethnic norms; and be more than temporary, expected responses to stressful events in the environment.

## **Speech or Language Impairments**

The Individuals with Disabilities Education Act (IDEA) defines speech/language impairment as “a communication disorder such as stuttering, impaired articulation, language impairment or a voice impairment that adversely affects a student’s educational performance.”

## **Traumatic Brain Injury**

Traumatic brain injury (TBI) is an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both. TBI adversely affects a child’s educational performance. Traumatic brain injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

## **Other Health Disabilities**

Other Health Disabilities (OHD) include a wide range of chronic or acute health conditions, including Attention Deficit/Hyperactivity Disorder (AD/HD), which can range from mild to severe. Medications, treatments, therapies, and repeated hospitalizations can affect a student’s ability to learn and function at school.

## **ASD**

Autism Spectrum Disorder (ASD) is a neurodevelopmental disorder that affects how an individual processes information and interprets the world. Core features of autism are persistent deficits in social interaction and communication; and restricted, repetitive or stereotyped patterns of behavior, interests or activities. Each individual with ASD displays a unique combination of characteristics, ranging from mild to severe, requiring individually determined educational and treatment programming.

## **Deaf-Blind**

Deafblindness is defined under the Individuals with Disabilities Education Act (IDEA) as: "concomitant (simultaneous) hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness."



HILLYARD / HUTCHINSON  
 26 MICHIGAN STREET SE  
 HUTCHINSON MN 55350

Phone: 800 423 3550  
 Fax: 320 234 6452

# Quotation

### Sold-to Party Address

ISD# 2909 ROCK RIDGE PUBLIC SCHOOLS  
 411 S 5th Ave  
 Virginia MN 55792-2768

Customer Phone: (218) 749-5437

Ship To: ROCK RIDGE HIGH SCHOOL  
 1403 Progress Pkwy  
 Virginia MN 55792-3068

[www.hillyard.com](http://www.hillyard.com)

### Information

**Quotation No.** 100803651  
 Valid from 08/18/2023 to 10/02/2023  
**Document Date** 08/18/2023  
**Customer No.** 202103  
**Customer P.O.** QUOTE CPC CONTRACT  
**Account Manager** Rick Sorenson  
**Phone** 218-256-1195  
**Ship By** Ground Standard

Entered By: JKIR

Page 1 of 3

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
0010	HIL99245 TRIDENT CC17XP	4 EA	2,575.80	10,303.20
0020	HIL30912 COMMON SHELF CC17XP CC17XPC CC17HP	8 EA	26.38	211.04
0030	HIL30932 ACCESSORY HANG PANEL FOR CC17	4 EA	111.02	444.08
0040	HIL30892 DAILY CLEANING KIT FOR C3 AND CC17	4 EA	147.06	588.24
0050	HIL20096 CLEANING CART PREMIUM WITH DRAWERS	7 EA	1,313.94	9,197.58
0060	HIL20042 HANDLE TEL ALUM 39.5X72IN BK W BL GRIP	7 EA	14.83	103.81
0070	HIL20043 FRAME MF POCKET 18IN GREY BLUE 12CS	7 EA	31.09	217.63
0080	HIL20049 MOP MF POCKET PREMIUM 18IN BL MESH BACK	252 EA	11.54	2,908.08
0090	HIL20051 MOP MF POCKET PREMIUM 18IN GR MESH BACK	252 EA	11.54	2,908.08
0100	HIL20021 CLOTH MF HD 300GM 16 X 16 GREEN 12 PACK	14 PAC	14.58	204.12



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Page 2 of 3

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Item	Material Description	Quantity	Unit Price	Amount
0110	HIL20015 BUCKET PT MF WITH HANDLE 1.5GAL YW	7 EA	12.14	84.98
0120	WIN89316050 VACUUM BACKPACK BVL 5/1 BP	5 EA	1,244.52	6,222.60
0130	WIN24450750 BATTERY POWER+ 36/75 CUL	10 EA	314.91	3,149.10
0140	CMPZM800 VACUUM UPRIGHT CORDLESS ZOOM	2 EA	607.02	1,214.04
0150	CMPC2231800CT BATTERY LI ION RECHARGEABLE 43.2V 2.90A	2 EA	193.20	386.40
0160	WIN10121010 CHARIOT 4 CV 60/1 RS DELUXE OBC AGM	1 EA	15,864.83	15,864.83
0170	HIL20011 BUCKET PT MF W LID AND HANDLE 6G BL 10CS	14 EA	28.94	405.16
0180	HIL20013 BUCKET PT MF W LID AND HANDLE 3.5GAL BL	14 EA	18.30	256.20
0190	HIL0071422 CC SUPROX-D 1/2 GAL	24 EA	26.58	637.92
0200	HIL0070022 CC CARPET PRE-SPRAY 1/2 GAL	24 EA	18.26	438.24



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Page 3 of 3

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
0210	HIL0070222 CC MARINER 1/2 GAL	24 EA	18.22	437.28
Subtotal				56,182.61
Gross Price				56,182.61
Tax and Freight charges are subject to change.				
<b>AEPA/CPC Contract 023-B</b>				
<b>DO NOT PAY FROM THIS QUOTATION!</b>				



2201 West 94th Street • Bloomington, MN 55431  
www.forkliftsofmin.com • Phone: (952) 887-5400 • Fax (952) 881-3030  
Minnesota | Iowa | North Dakota | South Dakota | Wisconsin

Date : 8/10/2023

**Rock Ridge Public Schools**

Mike Hoag  
1405 Progress Pkwy  
Virginia, MN 55792



Dear Mike Hoag,

Thank you for considering Forklifts of Minnesota, Inc. for your material handling needs. We are pleased to offer the following for your review and approval.

**(1) Doosan - G18S-5LP HMC LPG 3500# Capacity, I. C. Pneumatic Tire Forklift**

**Specifications:**

- Brakes Oil-Cooled Disc Brakes
- Tires Solid Pneumatic-Shaped 6.50-10 Drive / 5.00-8 Steer
- Mast 3-Stage Full Free Triple Wide View MFH 187" OAL 85" FFH 65"
- Tilt Cylinders 6° Forward / 8° Back
- Sideshifter Integral Sideshifting Fork Positioner 38" Wide
- Forks Hook Type - Pallet - 1.4" x 4" x 41"
- Load Backrest Included with Fork Positioner
- Overhead Guard Standard Height - 85.4"
- Hydraulic Lines 4-Way For Sideshifting Fork Positioner
- Hydraulic Control Valve 4 Section with 4 Levers
- Mirrors Large Rear View Mirrors
- Seat Vinyl Suspension Seat
- Direction Control Standard - Lever Direction Control
- LP Tank Cradle Standard Mounting
- Floor Spotlight Blue LED Rear Spotlight
- Warning Lights Strobe - Amber - Mounted Below OHG
- Warning Device Back-Up Alarm (Inside Mount)
- Front Work Lights (2) Front Flood Lights - LED
- Rear Work Lights (1) Rear Flood Light - LED
- Exhaust System Horizontal Exhaust
- Warranty Doosan Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

**Standard Features:**

- HMC 2.4-liter Engine
- Power Shift Transmission
- Power Steering
- Tilt-able Steering Column
- Anti-Restart Ignition Key Switch
- Dual Element Air Cleaner
- Counterweight

**Optional Features Included:**

- Steering Wheel Knob
- LP Tank

**TOTAL INVESTMENT:**

**\$ 29,937.15**

**Prices are subject to change due to price increases and freight surcharges that are outside our control.**

**TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS**

The information contained within this proposal is the property of Forklifts of Minnesota and is confidential and proprietary. Unauthorized disclosure could be harmful to Forklifts of Minnesota, and by acceptance, prospective buyer agrees no to publish, copy or reproduce the conts without the expressed written consent of Forklifts of Minnesota. Rock Ridge Public Schools agrees not to use any such information for any other purpose than for the consideration of a Forklifts of Minnesota supplied system and will return any or all information contained herein to Forklifts of Minnesota upon request.

PLEASE NOTE THAT TOTAL INVESTMENT DOES NOT INCLUDE SALES TAX.

**ACCEPTED AS CONTRACT OF SALE**

**Acceptance**

Company: Rock Ridge Public Schools  
Name: Mike Hoag

\_\_\_\_\_  
Authorized Signature

**Forklifts of Minnesota**

Prepared and submitted By:  
John Uhan

  
\_\_\_\_\_  
Account Manager

Date: 8/10/2023  
PO No: Customer PO \_\_\_\_\_  
Terms: Net due 10 days from delivery  
Delivery: Will Advise  
FOB: Factory  
Expires: Four weeks from 8/10/2023

## TERMS

1. **ACCEPTANCE.** This quotation is an invitation for an offer and is tendered by Buyer for acceptance by Seller. It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the offices of Seller's sales and service branch stated herein. Upon said acceptance, the contract shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional security agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.

2. **SHIPMENT.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.

3. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.

4. **CANCELLATION.** Buyer may cancel its order, reduce quantities; revise specifications, extend schedules only by mutual agreements as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting there from.

5. **PRICES.** Prices quoted herein are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the equipment on order for scheduled delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.

6. **PAYMENT.** Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of equipment herein described. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.

7. **TAXES.** The amount of taxes stated on the reverse side hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller; Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.

8. **INSURANCE.** Buyer hereby agrees, warrants and covenants to keep the equipment delivered hereunder insured at all times against loss by the fire and/or other hazards concerning which, in the judgment of the Seller, insurance protection is reasonably necessary, in a company or companies satisfactory to the Seller and in amounts sufficient to protect the Seller against loss or damage to said equipment during the duration of Seller's security interest hereunder. Buyer further agrees to pay all premiums therefore and to furnish copies of such policy or policies of insurance to the Seller upon the Seller's request together with any loss payable clauses in favor of the Seller as may be requested by the Seller and granting to the Seller the right to act as the attorney for the Buyer in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts for the duration of the Seller's security interest herein.

9. **FINANCE DELINQUENCY CHARGES.** Buyer hereby agrees to pay a finance delinquency charge to Seller of 1% per month on any outstanding balance due and owing more than 30 days after invoiced by Seller to Buyer in this transaction. This is an Annual Percentage Rate of 12%.

10. **WARRANTY.** Each new product is warranted by the manufacturer. Any other new products are sold with whatever manufacturer's warranty might apply, if any. Used products are sold on an "As-is" basis, unless otherwise expressly stated.

11. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller an additional security agreement required by Seller to secure the amount owed. If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any other terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and applies the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Buyer may declare the full amount due and payable without notice or demand and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall be in addition to all other remedies in Seller's favor existing at law in equity.

12. **ADDITIONAL TERMS OF DEFAULT.** That Buyer hereby agrees, warrants and covenants that the Buyer shall be in default under this agreement upon the happening of any of the following events in addition to any other default term contained in this agreement: (a) nonpayment, when due, of any amount payable on any of the liabilities or failure to observe or perform any term hereof; (b) if any covenant, warranty or representation shall prove to be untrue in any material respect; (c) any Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Buyer alleging that such Buyer is insolvent or unable to pay debts as they mature; (d) entry of any judgment against any Buyer; (e) death of any Buyer who is a natural person, or any partner of any Buyer which is the partnership; (f) dissolution, merger or consolidation, or transfer of a substantial part of the property of the Buyer which is a corporation or a partnership; (g) loss, theft, substantial damage, destruction or encumbrance of any of the equipment delivered hereunder; or (h) if the Seller deems itself insecure for any reason.

13. **RESALE, ENCUMBRANCE AND EXAMINATION.** The Buyer agrees that the Seller may examine and inspect the equipment delivered hereunder at any time wherever located so long as there are obligations of the Buyer contained herein still unperformed and the Seller retains a security interest in the equipment Buyer further agrees, warrants and covenants that no sale or offer of sale or other transfer or encumbrance shall be made on the equipment without the prior written consent of the Seller during the duration of the Seller's security interest in the equipment and that the Buyer shall keep the equipment in good order and repair and will not waste or destroy the same for the duration of the Seller's security interest.

14. **LOCATION OF EQUIPMENT.** Buyer hereby agrees, warrants and covenants that the equipment delivered hereunder shall be kept in the county and state as shown on the reverse side hereof as the address of the Buyer until all the obligations of the Buyer hereunder have been fulfilled and the security interest of the Seller is discharged. Further, Buyer will not remove the equipment from said location without the prior written consent of the Seller.

15. **REPOSSESSION.** In addition all other rights and remedies upon default afforded to the Seller herein, Buyer upon default specifically grants the right to Seller to come upon and/or go into the property of Buyer where the equipment is located and take possession of the equipment without judicial process to the extent permitted by law.

16. **COSTS, EXPENSES, ATTORNEYS FEES, ETC. UPON DEFAULT.** In the event of a default under this agreement the Seller shall have the right, at its option and without demand or notice, to declare all or any part of the obligations immediately due and payable; and in addition, the Seller may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of the Seller under the Uniform Commercial Code of any other applicable law. Buyer agrees in the event of a default, to make the equipment available to the Seller at a place to be designated by the Seller which is reasonably convenient. Buyer further agrees to pay all costs and expenses of the Seller, including reasonable attorney's fees and all other costs of litigation incurred by the Seller in the collection of any of the obligations of the enforcement of any of Seller's rights including but not limited to repossession and replevin.

17. **LIABILITY.** Buyer assumes all risk and liability arising from Buyer's possession, use and operation of each unit of equipment from the moment of delivery to Buyer to the moment of return to Seller and agrees to indemnify and hold Seller harmless from any and all of the following, whether the same be actual or alleged unless directly caused by Seller's negligence: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorney's fees) howsoever arising or incurred because of such possession, use and operation of equipment including, but not limited to, damages for injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of and damage to equipment.

18. **NOTICES.** If any notice of sale, disposition or other intended action by the Seller is required by law to be given to Buyer, such notice shall be deemed reasonably and properly given if mailed to Buyer at the address specified on the reverse side hereof, or at such other address of the Buyer as may be shown on the Seller's records, at least ten (10) days before such sale, disposition or other intended action.

19. **WAIVER.** No waiver by the Seller of any default shall be effective unless in writing. Waiver of any default hereunder by the Seller shall not be a waiver of any other default or of a same default on a later occasion. No delay or failure by Seller to exercise any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.

20. **TERMINATION.** This agreement and security interest created hereunder in the equipment hereunder delivered shall terminate when the obligations of the Buyer shall have been paid in full.

21. **PERFECTION.** The Seller is hereby appointed the Buyer's attorney-in-fact to do all things and acts necessary to perfect and to continue to perfect the security interest herein granted in the equipment delivered hereunder.

22. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the State of Minnesota. No waiver, modification, or addition to any of the provisions of the face hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's Main Offices as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.

**CUSTOMER NOTICE OF OSHA FORKLIFT OPERATOR REGULATIONS**  
(Purchase Quotation Agreements)

You have requested a purchase quotation for a new or used powered industrial truck to be operated by you, your employee or employees at the location, and in the manner determined by you.

Notice is hereby given you that State and Federal OSHA laws and regulations require that your forklift operators be trained and certified by you and in accordance with 29 C.F.R. 1910.178(1)(2)(ii) and (3). Any OSHA finding of your non-compliance and/or willful violation may result in its imposition of severe fines and penalties. You may also risk civil liability for such violation.

**OSHA Operator Certification, De-Certification & Re-Certification**

Training must be specific to equipment, environment and operator under OSHA regulations. Classroom and "On Site" Environment Training Certification is required. **Once certification has occurred, any change in equipment, environment or operator physical or mental capacity from that which was specifically trained and tested causes immediate de-certification to occur and the need for re-certification before the operator can legally perform operator work functions under the changed conditions.** Even if no such condition change occurs, de-certification occurs as a matter of law three years after the prior date of certification causing the need for re-certification. **It is the sole responsibility of the operator's employer to monitor both as to any change of conditions and 3-year expiration.** Forklifts of Minnesota, Inc. does not assume or undertake any duty to monitor.

(Additional information may be obtained at [www.osha.gov](http://www.osha.gov) and [www.doli.state.mn.us/mnosha.html](http://www.doli.state.mn.us/mnosha.html) or by calling toll free mnosha at 1-877-470-6742.)

**CUSTOMER ACKNOWLEDGEMENT**

Receipt of the above Notice of OSHA Forklift Operator Regulations is hereby acknowledged.

NAME & ADDRESS \_\_\_\_\_  
(Customer) \_\_\_\_\_  
\_\_\_\_\_

Received by:   X   \_\_\_\_\_ Date \_\_\_\_\_  
Signature Job Title



2201 West 94th Street • Bloomington, MN 55431  
www.forkliftsofmin.com • Phone: (952) 887-5400 • Fax (952) 881-3030  
Minnesota | Iowa | North Dakota | South Dakota | Wisconsin

Date : 8/10/2023

**Rock Ridge Public Schools**

Mike Hoag  
1405 Progress Pkwy  
Virginia, MN 55792



Dear Mike Hoag,

Thank you for considering Forklifts of Minnesota, Inc. for your material handling needs. We are pleased to offer the following for your review and approval.

**(1) Doosan - G25E-7 LP HMC 2.4L Engine 5,000 lb. Capacity, I. C. Pneumatic Tire Forklift**

**Specifications:**

- |                           |  |
|---------------------------|--|
| o UL Rating               | UL Rated Type LP   |
| o Brakes                  | Oil-Cooled Disc Brakes   |
| o Tires                   | Single Pneumatic 7.00-15 12PR Drive / 6.50-10 10PR Steer   |
| o Mast                    | 3-Stage Full Free Triple High Visibility MFH 189" OAL 86" FFH 60"  |
| o Tilt Cylinders          | 6° Forward / 5° Back   |
| o Sideshifter             | Integral Sideshifting Fork Positioner 44" Wide   |
| o Carriage                | Included with Integral Attachment  |
| o Forks                   | Hook Type - Pallet - 1.8" x 4" x 47"   |
| o Load Backrest           | Included with Fork Positioner  |
| o Overhead Guard          | Standard Height - 86"  |
| o Hydraulic Lines         | 4-Way For Sideshifting Fork Positioner   |
| o Hydraulic Control Valve | 4 Section with 4 Levers  |
| o Mirrors                 | Large Rear View Mirrors  |
| o Seat                    | Vinyl Suspension Seat  |
| o Seat Belt               | Orange   |
| o Direction Control       | Standard - Lever Direction Control   |
| o Grab Bar                | Rear Grab Bar with Horn Button   |
| o LP Tank Cradle          | Standard Mounting  |
| o Floor Spotlight         | Rear Blue LED Spotlight (Gear Activated)   |
| o Warning Lights          | Strobe - Amber - Mounted Below OHG   |
| o Warning Device          | Back-Up Alarm (Outside Mount)  |
| o Front Work Lights       | (2) Front Flood Lights - LED   |
| o Rear Work Lights        | (1) Rear Flood Light - LED   |
| o Warranty                | Doosan Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour |

**Standard Features:**

- HMC 2.4L Engine
- Power Shift Transmission
- Oil Cooled Disc Brakes
- Power Steering
- Tilttable Steering Column
- Engine Shutdown
- Dual Element Air Cleaner
- LP Tank Mounting
- Tilt Cylinder Covers
- Counterweight

**Optional Features Included:**

- 12V Power Supply
- Cup Holder
- Low LP Fuel Warning Light
- Steering Wheel Knob
  
- LP Tank

**TOTAL INVESTMENT:**

**\$ 31,131.97**

**Prices are subject to change due to price increases and freight surcharges that are outside our control.**

**TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS**

The information contained within this proposal is the property of Forklifts of Minnesota and is confidential and proprietary. Unauthorized disclosure could be harmful to Forklifts of Minnesota, and by acceptance, prospective buyer agrees no to publish, copy of reproduce the conts without the expressed written consent of Forklifts of Minnesota. Rock Ridge Public Schools agrees not to use any such information for any other purpose than for the consideration of a Forklifts of Minnesota supplied system and will return any or all information contained herein to Forklifts of Minnesota upon request.

PLEASE NOTE THAT TOTAL INVESTMENT DOES NOT INCLUDE SALES TAX.

**ACCEPTED AS CONTRACT OF SALE**

**Acceptance**

Company: Rock Ridge Public Schools  
Name: Mike Hoag

\_\_\_\_\_  
Authorized Signature

**Forklifts of Minnesota**

Prepared and submitted By:  
John Uhan

  
\_\_\_\_\_  
Account Manager

Date: 8/10/2023  
PO No: Customer PO \_\_\_\_\_  
Terms: Net due 10 days from delivery  
Delivery: Will Advise  
FOB: Factory  
Expires: Four weeks from 8/10/2023

## TERMS

1. **ACCEPTANCE.** This quotation is an invitation for an offer and is tendered by Buyer for acceptance by Seller. It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the offices of Seller's sales and service branch stated herein. Upon said acceptance, the contract shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional security agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.

2. **SHIPMENT.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.

3. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof; acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.

4. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications, extend schedules only by mutual agreements as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting there from.

5. **PRICES.** Prices quoted herein are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the equipment on order for scheduled delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.

6. **PAYMENT.** Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of equipment herein described. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.

7. **TAXES.** The amount of taxes stated on the reverse side hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller; Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.

8. **INSURANCE.** Buyer hereby agrees, warrants and covenants to keep the equipment delivered hereunder insured at all times against loss by the fire and/or other hazards concerning which, in the judgment of the Seller, insurance protection is reasonably necessary, in a company or companies satisfactory to the Seller and in amounts sufficient to protect the Seller against loss or damage to said equipment during the duration of Seller's security interest hereunder. Buyer further agrees to pay all premiums therefore and to furnish copies of such policy or policies of insurance to the Seller upon the Seller's request together with any loss payable clauses in favor of the Seller as may be requested by the Seller and granting to the Seller the right to act as the attorney for the Buyer in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts for the duration of the Seller's security interest herein.

9. **FINANCE DELINQUENCY CHARGES.** Buyer hereby agrees to pay a finance delinquency charge to Seller of 1% per month on any outstanding balance due and owing more than 30 days after invoiced by Seller to Buyer in this transaction. This is an Annual Percentage Rate of 12%.

10. **WARRANTY.** Each new product is warranted by the manufacturer. Any other new products are sold with whatever manufacturer's warranty might apply, if any. Used products are sold on an "As-is" basis, unless otherwise expressly stated.

11. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller an additional security agreement required by Seller to secure the amount owed. If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any other terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and applies the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall be in addition to all other remedies in Seller's favor existing at law in equity.

12. **ADDITIONAL TERMS OF DEFAULT.** That Buyer hereby agrees, warrants and covenants that the Buyer shall be in default under this agreement upon the happening of any of the following events in addition to any other default term contained in this agreement: (a) nonpayment, when due, of any amount payable on any of the liabilities or failure to observe or perform any term hereof; (b) if any covenant, warranty or representation shall prove to be untrue in any material respect; (c) any Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Buyer alleging that such Buyer is insolvent or unable to pay debts as they mature; (d) entry of any judgment against any Buyer; (e) death of any Buyer who is a natural person, or any partner of any Buyer which is the partnership; (f) dissolution, merger or consolidation, or transfer of a substantial part of the property of the Buyer which is a corporation or a partnership; (g) loss, theft, substantial damage, destruction or encumbrance of any of the equipment delivered hereunder; or (h) if the Seller deems itself insecure for any reason.

13. **RESALE, ENCUMBRANCE AND EXAMINATION.** The Buyer agrees that the Seller may examine and inspect the equipment delivered hereunder at any time wherever located so long as there are obligations of the Buyer contained herein still unperformed and the Seller retains a security interest in the equipment Buyer further agrees, warrants and covenants that no sale or offer of sale or other transfer or encumbrance shall be made on the equipment without the prior written consent of the Seller during the duration of the Seller's security interest in the equipment and that the Buyer shall keep the equipment in good order and repair and will not waste or destroy the same for the duration of the Seller's security interest.

14. **LOCATION OF EQUIPMENT.** Buyer hereby agrees, warrants and covenants that the equipment delivered hereunder shall be kept in the county and state as shown on the reverse side hereof as the address of the Buyer until all the obligations of the Buyer hereunder have been fulfilled and the security interest of the Seller is discharged. Further, Buyer will not remove the equipment from said location without the prior written consent of the Seller.

15. **REPOSSESSION.** In addition all other rights and remedies upon default afforded to the Seller herein, Buyer upon default specifically grants the right to Seller to come upon and/or go into the property of Buyer where the equipment is located and take possession of the equipment without judicial process to the extent permitted by law.

16. **COSTS, EXPENSES, ATTORNEYS FEES, ETC. UPON DEFAULT.** In the event of a default under this agreement the Seller shall have the right, at its option and without demand or notice, to declare all or any part of the obligations immediately due and payable; and in addition, the Seller may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of the Seller under the Uniform Commercial Code of any other applicable law. Buyer agrees in the event of a default, to make the equipment available to the Seller at a place to be designated by the Seller which is reasonably convenient. Buyer further agrees to pay all costs and expenses of the Seller, including reasonable attorney's fees and all other costs of litigation incurred by the Seller in the collection of any of the obligations of the enforcement of any of Seller's rights including but not limited to repossession and replevin.

17. **LIABILITY.** Buyer assumes all risk and liability arising from Buyer's possession, use and operation of each unit of equipment from the moment of delivery to Buyer to the moment of return to Seller and agrees to indemnify and hold Seller harmless from any and all of the following, whether the same be actual or alleged unless directly caused by Seller's negligence: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorney's fees) howsoever arising or incurred because of such possession, use and operation of equipment including, but not limited to, damages for injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of and damage to equipment.

18. **NOTICES.** If any notice of sale, disposition or other intended action by the Seller is required by law to be given to Buyer, such notice shall be deemed reasonably and properly given if mailed to Buyer at the address specified on the reverse side hereof, or at such other address of the Buyer as may be shown on the Seller's records, at least ten (10) days before such sale, disposition or other intended action.

19. **WAIVER.** No waiver by the Seller of any default shall be effective unless in writing. Waiver of any default hereunder by the Seller shall not be a waiver of any other default or of a same default on a later occasion. No delay or failure by Seller to exercise any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.

20. **TERMINATION.** This agreement and security interest created hereunder in the equipment hereunder delivered shall terminate when the obligations of the Buyer shall have been paid in full.

21. **PERFECTION.** The Seller is hereby appointed the Buyer's attorney-in-fact to do all things and acts necessary to perfect and to continue to perfect the security interest herein granted in the equipment delivered hereunder.

22. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the State of Minnesota. No waiver, modification, or addition to any of the provisions of the face hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's Main Offices as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.





### QUOTATION PREPARED FOR

Customer: Rock Ridge Public Schools  
Contact: Mike Hoag  
  
Address: 1405 Progress Pkwy  
Virginia, MN 55792  
Phone: 218-735-3500  
Quote#: QUO-139841-P5R4L7

### PREPARED BY

Date: Friday, August 18, 2023  
Sales Rep: Nate Smith  
Address: 4992 Lightning Dr  
Duluth, MN 55811  
Direct Phone: 218-830-9933  
Mobile:  
Fax: 218-624-3572

### CATERPILLAR MODEL: GP18N5

#### Uncompromising Performance

- Powerful GK21 2.1L 4 Cylinder Engine
- Maximum Torque 110 ft-lb @ 2000 rpm
- Maximum Horsepower 53 Hp @ 2700 rpm
- Throttle by Wire Accelerator (no cable)
- High Efficiency Aluminum Cylinder Heads
- Individual High Energy Ignition Coils (no distributor)
- Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

#### Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

#### Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start





QTY	CATEGORY	DESCRIPTION	
1	CHASSIS	3,500 lb. Capacity LP Pneumatic Tire Lift Truck	
1	MAST	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex. .	
1	RATINGS & STANDARDS	UL Approved	
1	RATINGS & STANDARDS	EPA Compliant	
1	FORKS	1.4" X 3.9" X 48" Hook Type - Pallet	
1	POWERTRAIN	Single Speed Powershift Transmission	
1	POWERTRAIN	GK21 2.1L 4 Cylinder Gas and LPG Engine	
1	CARRIAGE	36.0" Wide ITA Class II Hook Type Carriage	
1	DRIVE & STEER TIRES	Air-Filled Pneumatic Single Drive And Steer Tires	
1	WARRANTY	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain	
1	LOAD BACKREST	48" High Load Backrest	
1	HYDRAULIC ACTIVATION	4-Section Valve With Cowl Mounted Levers	
1	HYDRAULIC HOISING	Dual Function Internal Hosing - Triplex Mast	
1	TILT CYLINDERS	Standard Tilt Cylinders	
1	OVERHEAD GUARD	Standard Overhead Guard	
1	PRODUCTIVITY	Horizontal Tank Bracket	
1	PRODUCTIVITY	Premium LCD/LED Display	
1	PRODUCTIVITY	Engine Protection System	
1	PRODUCTIVITY	Separate Brake & Inching Pedals	
1	PRODUCTIVITY	Ground Speed Control	
1	PRODUCTIVITY	Fuel Saver Mode	
1	SPECIAL APPLICATIONS	Aluminum Core Corrugated Fin Radiator	
1	SPECIAL APPLICATIONS	Presence Detection System	
1	SPECIAL APPLICATIONS	Heavy Duty Counterweight Grill	
1	WARNING / LIGHT	Two Forward LED Working Lights On OHG	
1	WARNING / LIGHT	Electronic Back-up Alarm	
1	WARNING / LIGHT	Rear LED Stop/Tail/Back-up Combination Lights	
1	WARNING / LIGHT	Amber Strobe Light - Mounted Below OHG	
1	SEAT	Full Suspension Vinyl Seat	
1	ACCESSORIES	Orange Seat Belt	
1	ACCESSORIES	Rubber Floor Mat	
1	ACCESSORIES	Operator Convenience Tray With Clipboard Holder	
<b>OPTIONAL EQUIPMENT (NOT INCLUDED IN PRICE)</b>			
1	PRODUCTIVITY OPTIONS	Rear Grab Handle With Horn Button	\$ 149.76
1	PRODUCTIVITY OPTIONS	Steering Wheel Knob	\$ 149.76
1	WARNING / LIGHT OPTIONS	LED Turn Signals	\$ 327.60
1	ATTACHMENT	Cascade Sideshifting Fork Positioner	\$3,350.00
			<b>UNITS: 1</b>
			<b>PRICE PER UNIT: \$28,758</b>
			<b>TOTAL: \$28,758</b>
<b>FREIGHT: FOB FACTORY</b>			
<b>LEAD TIME: 38 WEEKS</b>			

### PROPOSAL SUMMARY

EQUIPMENT DESCRIPTION	UNITS	PER UNIT	TOTAL
Caterpillar GP18N5 - 3,500 lb. Capacity LP Pneumatic Tire Lift Truck	1	\$28,758	\$28,758
<b>TOTAL INVESTMENT:</b>	<b>1</b>		<b>\$28,758</b>



BY SIGNING THIS PROPOSAL ("ORDER"), UNDERSIGNED AGREES TO PAY FOR AND AUTHORIZES WIESE TO PROCEED WITH THE SALE OF PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS

Order Approved and Accepted by:  
Rock Ridge Public Schools

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE ACCEPTED

**WIESE TERMS AND CONDITIONS**

**PROPOSAL VALIDITY PERIOD:** Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.  
**STANDARD TERMS:** Net 10 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.  
**CANCELLATION OR CHANGES :** Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.  
**WARRANTY:** To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.  
**MISCELLANEOUS:** Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.  
**ENTIRE AGREEMENT:** This Order constitutes the entire agreement between the parties . Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.

**QUOTATION PREPARED FOR**

Customer: Rock Ridge Public Schools  
Contact: Mike Hoag  
  
Address: 1405 Progress Pkwy  
Virginia, MN 55792  
Phone: 218-735-3500  
Quote#: QUO-140076-Y8X7H1

**PREPARED BY**

Date: Friday, August 18, 2023  
Sales Rep: Nate Smith  
Address: 4992 Lightning Dr  
Duluth, MN 55811  
Direct Phone: 218-830-9933  
Mobile:  
Fax: 218-624-3572

**CATERPILLAR MODEL: GP20N5**

## Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
  - Maximum Torque 129 ft-lb @ 1600 rpm
  - Maximum Horsepower 61 Hp @ 2700 rpm
  - Throttle by Wire Accelerator (no cable)
  - High Efficiency Aluminum Cylinder Heads
  - Individual High Energy Ignition Coils (no distributor)
  - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

## Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

## Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start





QTY	CATEGORY	DESCRIPTION
1	CHASSIS	4,000 lb. Capacity LP Pneumatic Tire Lift Truck
1	MAST	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex. .
1	RATINGS & STANDARDS	UL Approved
1	RATINGS & STANDARDS	EPA Compliant
1	FORKS	1.6" X 3.9" X 48" Hook Type - Pallet
1	POWERTRAIN	Single Speed Powershift Transmission
1	POWERTRAIN	GK25 2.5L 4 Cylinder Gas and LPG Engine
1	CARRIAGE	39.5" Wide ITA Class II Hook Type Carriage
1	DRIVE & STEER TIRES	Non-Marking Solid Pneumatic Single Dive & Steer Tires
1	WARRANTY	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
1	LOAD BACKREST	48" High Load Backrest
1	HYDRAULIC ACTIVATION	4-Section Valve With Cowl Mounted Levers
1	HYDRAULIC HOISING	Dual Function Internal Hosing - Triplex Mast
1	TILT CYLINDERS	Standard Tilt Cylinders
1	OVERHEAD GUARD	Standard Overhead Guard
1	PRODUCTIVITY	Horizontal Tank Bracket
1	PRODUCTIVITY	Premium LCD/LED Display
1	PRODUCTIVITY	Engine Protection System
1	PRODUCTIVITY	Separate Brake & Inching Pedals
1	PRODUCTIVITY	Ground Speed Control
1	PRODUCTIVITY	Fuel Saver Mode
1	PRODUCTIVITY	Rear Grab Handle With Horn Button
1	PRODUCTIVITY	Steering Wheel Knob
1	SPECIAL APPLICATIONS	Aluminum Core Corrugated Fin Radiator
1	SPECIAL APPLICATIONS	Presence Detection System
1	SPECIAL APPLICATIONS	Heavy Duty Counterweight Grill
1	HYDRAULIC STEEL SUPPLY LINES	Dual Function Steel Supply Lines
1	WARNING / LIGHT	Two Forward LED Working Lights On OHG
1	WARNING / LIGHT	Electronic Back-up Alarm
1	WARNING / LIGHT	Rear LED Stop/Tail/Back-up Combination Lights
1	WARNING / LIGHT	Rear LED Working Light
1	WARNING / LIGHT	Forward Activated Blue Spotlight
1	WARNING / LIGHT	Reverse Activated Blue Spotlight
1	SEAT	Full Suspension Vinyl Seat
1	ACCESSORIES	Orange Seat Belt
1	ACCESSORIES	Rubber Floor Mat
1	ACCESSORIES	Operator Convenience Tray With Clipboard Holder
1	ACCESSORIES	Dual Panoramic Rear View Mirror Kit
1	ACCESSORIES	Power Hook-Up - 12 Volt
1	ACCESSORIES	Drawbar Pin
1	ACCESSORIES	Fire Extinguisher - Mounted To OHG Leg
1	OTHER EQUIPMENT	Rightline Sideshfting Fork Positioner



FREIGHT: FOB FACTORY  
LEAD TIME: READY TO SHIP

UNITS:  
PRICE PER UNIT: \$35,688  
TOTAL: \$35,688

**PROPOSAL SUMMARY**

EQUIPMENT DESCRIPTION	UNITS	PER UNIT	TOTAL
Caterpillar GP20N5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck	1	\$35,688	\$35,688
<b>TOTAL INVESTMENT:</b>		<b>1</b>	<b>\$35,688</b>

**BY SIGNING THIS PROPOSAL ("ORDER"), UNDERSIGNED AGREES TO PAY FOR AND AUTHORIZES WIESE TO PROCEED WITH THE SALE OF PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS**

Order Approved and Accepted by:  
Rock Ridge Public Schools

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE ACCEPTED

**WIESE TERMS AND CONDITIONS**

**PROPOSAL VALIDITY PERIOD:** Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.  
**STANDARD TERMS:** Net 10 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.  
**CANCELLATION OR CHANGES :** Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.  
**WARRANTY:** To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.  
**MISCELLANEOUS:** Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.  
**ENTIRE AGREEMENT:** This Order constitutes the entire agreement between the parties. Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.



FAIRCHILD EQUIPMENT INC.  
 34880 US HIGHWAY 2  
 GRAND RAPIDS, Minnesota 55744  
 Phone: 218-327-6015



**MODEL: H40AS**

All trucks shown with optional equipment. Please refer to quotation specifications.

**CUSTOMER DETAILS**

CUSTOMER	Rock Ridge Public School		
ADDRESS	1405 Progress Parkway Virginia, Minnesota 55792		
SHIP-TO ADDRESS	1405 Progress Parkway Virginia, Minnesota 55792		
CONTACT NAME	Mike Hoag		
PHONE	218-735-3500	SHIPPING CUSTOMER	Mike Hoag
PROPOSED BY	Terry Davis	TITLE	Aftermarket Sales Manager
PHONE	(218) 910-0066	EMAIL	terry.davis@fairchildequipment.com
DATE	2023-08-11	QUOTE EXPIRATION	2023-09-10



FAIRCHILD EQUIPMENT INC.  
 34880 US HIGHWAY 2  
 GRAND RAPIDS, Minnesota 55744  
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## Quoted: H40AS - 2

Hyster® H40AS Lift Truck - 4000 lb Nominal Capacity. Class V

## Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H40AS Lift Truck - 4000 lb Nominal Capacity. Class V	1
Construction	Keyswitch Start Standard (-4° F to 104° F)	
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Powershift Transmission	
Powertrain Options	High Air Intake Low Exhaust Integrated Fuel Level Sensor 33.5 lb Aluminum LPG Fuel Tank with Auxiliary Fill Valve Swing-Out LPG Tank Bracket with Steel Strap UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift -187 " Maximum Lift Height 84" Overall Lowered Height Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshifting Fork Positioner Carriage 48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump	
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted	
Wheels & Tires	Standard Tread Width	



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Included Items	Description	Quantity
	Drive Tire - 6.50 X 10 Pneumatic Shaped Solid - Premium	
	Steer Tires - 5.00 x 8 Pneumatic Shaped Solid	
Operator Compartment	Grid Style Overhead Guard 2.8" (71mm) Color Touchscreen Display Console Tray Dynamic Stability System	
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column On Demand Hydrostatic Power Assist Steering Steering Wheel with Spinner Knob Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted	
Seat	Non-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Chassis Options	Hood	
Telemetry	Telemetry Antenna Delete	
Lights & Alarms	LED Work Lights - 2 Front, 1 Rear Manual Work Light Control Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	
Fees & Surcharges	Freight Fees & Surcharges Destination Charge	

## Additional Items or Accessories Included

	Description	Quantity
PDI	PDI	1
Freight	Freight	1



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# Total Investment

Price H40AS - 2	\$39,561.80	Qty: 1	
Quoted Quantity	1	TOTAL:	\$39,561.80

Proposal By: Terry Davis Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Accepted: \_\_\_\_\_

PO Number: \_\_\_\_\_



FAIRCHILD EQUIPMENT INC.  
34880 US HIGHWAY 2  
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## Terms and Conditions

### ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UP TO EIGHT (8) WEEKS PRIOR TO DELIVERY. IF THE LIST PRICE INCREASES PRIOR TO 8 WEEKS BEFORE THE SCHEDULED DELIVERY DATE, FAIRCHILD EQUIPMENT WILL COVER THE FIRST 3% OF THE INCREASE AND THE CUSTOMER WILL BE SUBJECT TO A SURCHARGE FOR REMAINING INCREASE AMOUNT. FAIRCHILD EQUIPMENT WILL PROTECT THE FINAL 8 WEEKS BEFORE A SCHEDULED DELIVERY DATE AND THERE WILL BE NO SURCHARGES FOR PRICE INCREASES THAT OCCUR DURING THAT PERIOD. Contracts and agreements are not valid unless approved and accepted in writing in the corporate office in Green Bay, WI. However, all contracts shall be deemed to have been executed in Wisconsin.

### DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

### DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller be liable for consequential delays or losses.

### CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30% restocking fee will be charged for any and all cancelled orders.

### WARRANTIES

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

### PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

### CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

### PAYMENT BY CREDIT CARD

Fairchild Equipment charges transaction fees when payment is received by credit card. This policy applies to all equipment purchases and accounts with balances. The fees are 4% for all credit card sales.

### TERMS OF THE SALE

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. FACTORY, sales or use taxes, any type of property tax or any manufacturers or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of our credit department. This and all subsequent purchases are payable to Fairchild Equipment located in Green Bay WI. The seller reserves the right to cancel this contract and collect fees as noted in cancellation; upon:

1. Breach of contract by the purchaser.
2. Failure by purchaser to make payments as required.
3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.

No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase or any other communication.



FAIRCHILD EQUIPMENT INC.  
 34880 US HIGHWAY 2  
 GRAND RAPIDS, Minnesota 55744  
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View my Truck in my Space



MODEL: H50A

## CUSTOMER DETAILS

CUSTOMER	Rock Ridge Public School		
ADDRESS	1405 Progress Parkway Virginia, Minnesota 55792		
SHIP-TO ADDRESS	1405 Progress Parkway Virginia, Minnesota 55792		
CONTACT NAME	Mike Hoag		
PHONE	218-735-3500	SHIPPING CUSTOMER	Mike Hoag
PROPOSED BY	Terry Davis	TITLE	Aftermarket Sales Manager
PHONE	(218) 910-0066	EMAIL	terry.davis@fairchildequipment.com
DATE	2023-08-11	QUOTE EXPIRATION	2023-09-10



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## Quoted: H50A - 2

Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V

## Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V	1
Construction	Keyswitch Start Standard (-4° F to 104° F)	
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Powershift Transmission	
Powertrain Options	High Air Intake Low Exhaust Integrated Fuel Level Sensor 33.5 lb Aluminum LPG Fuel Tank with Auxiliary Fill Valve Fixed LPG Bracket with Steel Strap UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class II - 189" (4800mm) Maximum Lift Height - 84" (2120mm) Overall Lowered Height Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	42" (1067mm) Wide - Class II - Hook Type Integral Sideshifting Fork Positioner Carriage 48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump	
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted	
Wheels & Tires	Standard Tread Width	



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Included Items	Description	Quantity
	Drive Tires - 28 x 9-15 - Pnuematic Shaped Solid (PSS) - Premium Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid	
Operator Compartment	85" Rectangular Tube - High Grid Style Overhead Guard 2.8" (71mm) Color Touchscreen Display Console Tray Dynamic Stability System	
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column On Demand Hydrostatic Power Assist Steering Steering Wheel with Spinner Knob Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted	
Seat	Non-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Chassis Options	Hood	
Telemetry	Telemetry Antenna Delete	
Lights & Alarms	LED Work Lights - 2 Front Manual Work Light Control Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	
Fees & Surcharges	Freight Fees & Surcharges Destination Charge	

## Additional Items or Accessories Included

	Description	Quantity
PDI	PDI	1
Freight	Freight	1



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# Total Investment

Price H50A - 2	\$42,715.20	Qty: 1	
Quoted Quantity	1	TOTAL:	\$42,715.20

Proposal By: Terry Davis Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Accepted: \_\_\_\_\_

PO Number: \_\_\_\_\_



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## Terms and Conditions

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### WARRANTIES

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

### PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

### CONFIDENTIAL INFORMATION

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1. Breach of contract by the purchaser.
  2. Failure by purchaser to make payments as required.
  3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.
- No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase or any other communication.



**ROCK RIDGE PUBLIC SCHOOLS**

**Salary and Benefits for the Business Manager – Spencer Aune  
Work Year July 1, 2022 through June 30, 2024**

Salary for 2022-2023: \$141,079  
2023-2024: \$143,901

Supervisor: Superintendent

**Work Day** = 40 hours per week exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

**Holidays** = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

**Work Days** = 261                      **Vacation Days** = 25 Days

**Sick Leave** = 20 days accumulative to a maximum of 135. This includes bereavement leave.

**Health Insurance:** BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

*Example: (monthly family premium x 90%) - \$25 = District contribution*

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution:                      2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

**Tax-Sheltered Annuities:** The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

**Dental Insurance:** Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

**Life Insurance:** The premium for a \$100,000 Term Life Policy shall be paid by the District

**Long Term Disability Insurance:** Will be provided by the District.

**Health Care Savings Plan:** Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Spencer Aune                      Date of Employee's Signature 1/4/2023

Signature of Board Chair Brie Auley                      Date of Chair's Signature 1-23-23

Signature of Board Clerk Brian Lujan                      Date of Clerk's Signature 1/23/23