



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

**Regular Meeting
Monday, July 8, 2024 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 regular meeting minutes. 4
 2. Approval of hire of Tristan Kuoppala for the Custodian/Grounds/GM/Driver position at a rate of \$24.25/hour effective June 24, 2024.
 3. Approval of hire of Stephanie Jasperson-Aagenes for the Special Education Director position with a salary as per the Rock Ridge Principals Association contract effective July 1, 2024 through June 30, 2026. 7
 4. Approval of hire of Drew Aho for the Long-Term Substitute Teacher position (NSE) with a salary of \$50,163 (BA Step B, prorated) effective August 27, 2024 through December 1, 2024. 10
 5. Approval of the following corrections:

Chris Chad was hired as Co-Director of the One Act Play at \$1,599. Correct stipend for the 2024-2025 school year is \$2,460.

Jeremy Liimatta was hired as the Co-Director of One Act Play with a stipend of \$1,599. Correct stipend for the 2024-2025 school year is \$2,460. Jeremy was also hired as the Co-Director of the Spring Play at \$1,639. Correction - Spring Play Director with a stipend of \$3,278 for the 2024-2025 school year.
6. Acceptance of resignation for the purpose of retirement of Deb Meissner from the

Interventionist/STEAM position effective January 14, 2025.	
7. Approval of out-of-state travel for Dr. Noel Schmidt to attend Gallup Global Strengths Coach Conference/Workshop/Training in Omaha, August 12-16, 2024 as per the Superintendent contract.	
8. Acceptance and appreciation of a donation from Allison Kreibich in the amount of \$4,500 for the #RockRidgeRising Campaign - Varsity Baseball scoreboard.	
9. Acceptance and appreciation of a donation from State Farm in the amount of \$4,500 for the #RockRidgeRising Campaign - Varsity Baseball scoreboard.	
5. Staff Request:	
1. Consider approval to rescind the resignation of Daniel Melby from the Secondary Music Teacher position (board approved on June 10, 2024) and grant an unpaid leave of absence for the 2024-2025 school year.	
6. Reports:	
1. Superintendent.	
2. Treasurer's Report.	11
7. Policies - Final Reading:	
1. 533 Wellness.	17
2. 606.5 Library Materials.	25
3. 606.5 Form - Formal Request for Reconsideration of Specific Library Collection Material.	31
4. 506 Student Discipline.	33
5. 507 Corporal Punishment and Prone Restraint	57
6. 507.5 School Resource Officers.	60
7. 514 Bullying Prohibition Policy.	63
8. Policies Up For Review - Final Reading:	
1. 101.1 Name of the School District.	74
2. 201 Legal Status of the School Board.	75
3. 202 School Board Officers.	79
4. 203 Operation of the School Board - Governing Rules.	83
5. 203.1 School Board Procedures; Rules of Order.	84
6. 203.6 Consent Agendas.	87
7. 212 School Board Member Development.	89
8. 214 Out-Of-State Travel By School Board Members.	90
9. 306 Administrator Code of Ethics.	92
10. 405 Veteran's Preference.	94
11. 407 Employee Right To Know - Exposure to Hazardous Substances.	97
12. 409 Employee Publications, Instructional Materials, Inventions, and Creations.	100
13. 412 Expense Reimbursement.	101
14. 421 Gifts to Employees and School Board Members.	103
9. Administration Items:	
1. Consider approval of Eveleth School Properties and Request from the City of Eveleth.	105
2. Consider approval of the Facilities Use Agreement between the City of Eveleth and ISD 2909 for the 2024-2025 school year.	124
3. Consider approval of Facilities Use Contract between Minnesota North	135

College Mesabi Campus and ISD 2909 effective August 1, 2024 through July 31, 2025.	
4. Consider and select one of the submitted proposals for auditing services.	137
5. Consider approval of District LTFM Plan.	175
6. Consider approval of Agreement between ISD 2909 and the Rock Ridge Principals Association effective July 1, 2023 through June 30, 2025.	181
7. Consider approval of Consultant Agreement between Costin Group Minnesota, Inc. and ISD 2909 effective from March 1, 2025 through December 31, 2026.	198
8. Consider approval of grant requests to be paid for by the 2024 Rock Ridge Education Fund.	202
9. Consider approval of grant requests to be paid for by the 2024 Wolverine Fund.	203
<i>10. Meeting Announcements:</i>	
<i>1. The next regular meeting will be Monday, August 12, 2024 at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.</i>	
<i>11. Adjournment.</i>	

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, JUNE 24, 2024, 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 Tim Riordan
Nicole Culbert-Dahl Polly Sorcan

Brandi Lautigar John Uhan
 Lisa Westby

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Willie Spelts, Director of School to Work
Engagement/Fundraising Coordinator

Members Absent:

None

- I. Chair ADDY called the regular meeting to order at 6:00 P.M.

- II. **APPROVE AGENDA:**
 - A. Motion to **approve the agenda** made by UHAN, seconded by CULBERT-DAHL.
 - B. UHAN amended his motion to include the addition of “*Consider approval of the Collective Bargaining Agreement between RRPS and AFSCME Council 65 Local Union #3 for 7/1/2023 – 6/30/2025*” to Administration Items 9.7.
 - C. SORCAN added discussion on the Channel 12 Board to the *Superintendent’s Report*.
 - D. Motion passed unanimously.

- III. **RECOGNITION OF VISITORS AND VISITOR INPUT:** CULBERT-DAHL acknowledge the passing of former Virginia teacher, and most recently, Rock Ridge substitute teacher, Mr. Wayne Christiansen. He had an incredible 60+ year teaching career and was loved by so many staff and students. He will be missed and forever remembered.

- IV. **BOYS HEAD HOCKEY COACH APPEAL:**
 - A. Head Coach Ben Johnson had notified the board that he was not able to attend the board meeting.
 - B. Motion to **deny Ben Johnson’s appeal** made by UHAN, seconded by LAUTIGAR. Motion passed 6-1 with SORCAN voting NO.

- V. **CONSENT AGENDA:** Motion to **approve the Consent Agenda** made by RIORDAN, seconded by UHAN.
 - A. Approval of June 10, 2024 regular meeting minutes.
 - B. Approval of hire of Christopher Fettig for the Secondary Choir Director position with a salary of \$90,420 (MA+18 Step J) effective August 27, 2024.
 - C. Approval of returning coach for the 2024-2025 school year: Chris Ismil (Boys Assistant Track and Field).
 - D. Acceptance of resignation for the purpose of retirement of Karl Hedley from the Handyman/Driver position effective August 1, 2024.
 - E. Acceptance and appreciation of a donation from the Virginia Community Foundation in the amount of \$8,531 - an annual donation from the Education Fund inside the Virginia Community Foundation.

- VI. **REPORTS:**
 - A. Willie Spelts gave a fundraising update – the district is closing in on \$3 million in total donations raised. He also mentioned that school tours are available this summer for class reunions. Finally, he provided an update on the bronze sculptures that once hung on the walls outside Goodman

Auditorium at VHS. The entry way in the Administration Building could be the best location for the sculptures to be displayed.

- B. 2024-2025 MSHSL Membership video – no action needed. This was an informational video from the MSHSL.
- C. Supt. Schmidt provided the Legislative Recap 2024 for board members to use as a resource. He discussed Franklin Elementary – the final Do-Bid auction is now complete. Some of the unsold items were picked up by either the Eveleth Community Foundation or the Eveleth Historical Society. The City of Eveleth is still working on updating the purchase agreement to allow the City to keep the Eveleth gym and band/music part of the Eveleth campus. The new purchase agreement should be on the July 8 agenda. Finally, Channel 12 is looking to fill two seats on their board. We will be sending out an email to employees to see if anyone is interested.
- D. Motion to **approve the payment of the bills** made by CULBERT-DAHL, seconded by UHAN. Motion passed unanimously.

VII. **POLICIES – SECOND READING:**

- A. Motion to **approve the second of 533 Wellness** made by LAUTIGAR, seconded by UHAN. Motion passed unanimously.
- B. Motion to **approve the second reading of 606.5 Library Materials** made UHAN, seconded by LAUTIGAR. Motion passed 6-1 with SORCAN voting NO.
- C. Motion to **approve the second reading of 606.5 Form - Formal Request for Reconsideration of Specific Library Collection Material** made by UHAN, seconded by RIORDAN. Motion passed 6-1 with SORCAN voting NO.
- D. Motion to **approve the second reading of 506 Student Discipline** made by UHAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- E. Motion to **approve the second reading of 507 Corporal Punishment and Prone Restraint** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- F. Motion to **approve the second reading of 507.5 School Resource Officers** made by CULBERT-DAHL, seconded by WESTBY. Motion passed unanimously.
- G. Motion to **approve the second reading of 514 Bullying Prohibition Policy** made by RIORDAN, seconded by UHAN. Motion passed unanimously.

VIII. **POLICIES UP FOR REVIEW – SECOND READING:**

- A. Motion to **approve the first reading of 101.1 Name of the School District, 201 Legal Status of the School Board, 202 School Board Officers, 203 Operation of the School Board - Governing Rules, 203.1 School Board Procedures; Rules of Order, 203.6 Consent Agendas, 212 School Board Member Development, 214 Out-Of-State Travel By School Board Members, 306 Administrator Code of Ethics, 405 Veteran's Preference, 407 Employee Right To Know - Exposure to Hazardous Substances, 409 Employee Publications, Instructional Materials, Inventions, and Creations, 412 Expense Reimbursement, 421 Gifts to Employees and School Board Members** made by RIORDAN, seconded by UHAN. Motion passed unanimously

IX. **ADMINISTRATION:**

- A. Motion to **approve the use of Wolverine Fund monies for labor costs and product purchase related to scoreboard upgrades in the U.S. Steel Gymnasium** made by CULBERT-DAHL, seconded by LAUTIGAR. Motion passed unanimously.
- B. Motion to **approve the proposed school activity fees and spectator ticket prices beginning with the 2024-2025 school year along with setting a Family Maximum of \$40.00 for purchases of student passes and allowing a discount on the cost of a student pass based on Free and Reduced Lunch qualifications** made by RIORDAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- C. Motion to **approve the budget for 2024-2025** made by LAUTIGAR, seconded by RIORDAN. Motion passed 6-1 with SORCAN voting NO.

- D. Motion to **approve the transfer of committed fund balance to the unassigned fund balance** made by ADDY, seconded by RIORDAN. Motion passed 6-1 with SORCAN voting NO.
- E. Motion to **approve leaving the NLC after the completion of the 2025-2026 school year** made by LAUTIGAR, seconded by RIORDAN. Motion passed 6-1 with SORCAN voting NO.
- F. The board will continue to consider submitting a Proposed Resolution to MSBA to submit to legislature.
- G. Motion to **approve the Collective Bargaining Agreement between RRPS and AFSCME Council 65 Local Union #3 for 7/1/2023 – 6/30/2025** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.

X. **MEETING ANNOUNCEMENTS** were made.

XI. **ADJOURNMENT:** Meeting adjourned at 7:04 P.M.

CHAIR – BILL ADDY

CLERK – BRANDI LAUTIGAR

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Special Education Director Stephanie Jasperson-Aagnes Work Year July 1, 2024 through June 30, 2026

Salary: 2024-2025: As per Rock Ridge Principals Association contract - Rock Ridge High School 48 week salary - \$ 136,818.15

2025-2026: As per Rock Ridge Principals Association contract - Rock Ridge High School 48 week salary

Supervisor: Superintendent

Work Day = Normally 8 hours exclusive of lunch with more time as needed to meet the needs of the district. However, this position may require longer hours to lead the Special Education department. 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.

Work Days = 240 (48 weeks)

Sick Leave = 20 days accumulative to a maximum of 140. This includes bereavement leave.

This individual contract will follow the Rock Ridge High School Principal contract in language, benefits and wording contained in the Rock Ridge Principals Association.

Health Insurance: Benefits to follow the Rock Ridge Principal Association contract.

Tax-Sheltered Annuities: Benefits to follow the Rock Ridge Principal Association contract.

Dental Insurance: Benefits to follow the Rock Ridge Principal Association contract.

Life Insurance: Benefits to follow the Rock Ridge Principal Association contract.

Long Term Disability Insurance: Benefits to follow the Rock Ridge Principal Association contract.

Health Care Savings Plan: Benefits to follow the Rock Ridge Principal Association contract.

Paid Professional Organizations: 100% annually. (MASA, MASE, CASE, AASA)

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 _____ Date of Employee's Signature _____

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

Stephanie Jasperson-Aagenes

Objective

Energetic, committed, highly organized, and compassionate educational professional seeking employment as a Special Education Director and Coordinator for the Rock Ridge School District.

Profile of Qualifications

Capable and committed educational professional with two years of experience as a Dean of Students and nineteen years of full-time teaching experience as a general education/special education teacher at the elementary and middle school levels. Extensive experience working on district teams: Staff Development, Special Education Leadership, MTSS, CIT, BRT (Building Response Team), Attendance/Behavioral Data Team, SST, and many professional development trainings on cultural diversity and Restorative Circles. College research on LETRS (Science of Reading).

- Extensive experience communicating with students, staff, and families
- Building lead on working with 8th-grade staff and students (much like an AP role)
- Extensive special education background
- Presenter for 2021 Duluth Public School's Staff Development Day – curriculum
- Volunteer member of Duluth Superior Area Community Foundation/Duluth Public Schools Endowment Fund Board of Trustees (teacher grants subcommittee)

Education

St. Mary's University, Minneapolis, MN

Educational Administration K-12 Principal; Director of Special Education Certificate June 2024

- 4.0/4.0 GPA

Bemidji State University, Bemidji, MN

Master of Special Education May 2021

- 3.7/4.0 GPA

Bachelor of Science, Elementary Education, Early Childhood Emphasis September 1997

- 3.8/4.0 GPA

St. Cloud State University, St. Cloud, MN

Developmental Disabilities Licensure June 2017

- 4.0/4.0 GPA

Licensure

- Professional Administration: Principal K-12
- Professional Administration: Director of Special Education
- Minnesota Department of Education License, #366096
 - Pre-Kindergarten
 - Elementary Education (K-6)
 - Emotional Behavior Disorders (K-12)
 - Learning Disabilities (K-12)
 - Developmental Disabilities (K-12)
 - Autism Spectrum Disorders (K-12)
- Province of Ontario Certified Teacher, Registration #626159
 - Primary and Junior Divisions, Religious Education 1
 - Special Education I

Administration Experience

August 2022- Current

Dean of Students- Ordean East Middle School

Duluth Public School District, Duluth, MN, USA

- Supervise student safety in all school settings
- Communicate with parents and support teaching staff regarding student behavioral needs
- Foster positive, supportive relationships between teachers, students, parents, and administration
- Enforce school district's student behavioral policies
- Represent administration on Ordean East Middle School's Continuous Improvement Team
- Represent administration on MTSS/PBIS committee at Ordean East Middle School
- Represent administration for Special Education IEP meetings

Teaching Experience

Special Education Teacher DCD/ASD

September 2014 –May 2022

Duluth Public School District, Duluth, MN, USA

- Represent Ordean Special Education Department on the district's Continuous Improvement Team
- Implement Special Education academic programs for students (IEPs, evaluation reports, progress reports, formal and informal assessments)
- Lead parent meetings with school staff and students
- Lead school mindfulness activities/projects at Ordean
- Provide Special Education recovery services for students in after-school program
- Serve as Extended School Year (ESY) Special Education Teacher

Occasional Teacher (Primary/Junior Divisions and Special Education)

August 2011 – May 2014

Thunder Bay Catholic District School Board, Thunder Bay, Ontario, Canada

Elementary/Junior High Special Education Teacher LD/EBD

December 2006 – May 2010

Eveleth Gilbert School District, Eveleth & Gilbert, MN, USA

- Leader of School Child Study Committee
- Served on the Staff Development Committee

Elementary and Special Education Teacher LD/EBD (K-2)

September 1999 – September 2006

New Prague Primary School, New Prague, MN, USA

- Selected for and served on Governor Pawlenty's 2003 "Special Task Force on School Finance"

Graduate, Special Education Internship

September 1998 – May 1999

Solway Elementary, Solway, MN, USA

Fifth Grade Teacher and Head Librarian

December 1996 – June 1998

Red Lake Reservation Elementary School, Red Lake, MN, USA

Drew Aho

EDUCATION

<i>Bemidji State University</i>	Bemidji, MN	Dec. 2022
Bachelor of Science Degree		
• Major: Elementary Education	Licensure: K-6	
<i>Mesabi Range Community College</i>	Virginia, MN	Spring 2019
Associate of Arts Degree		
<i>Virginia High School</i>	Virginia, MN	May 2017
High School Diploma		

EXPERIENCE RELATED TO TEACHING

Long Term Substitute Teacher , Rock Ridge District-North Star	2023-2024
Substitute Teacher , Various Schools in Rock Ridge District	2023-2024
Student Teaching , North Star Elementary, Eveleth, MN	2022
Field Experience in Classrooms Teaching , Roosevelt Elementary School, Virginia, MN	2020-2022
Junior Varsity Basketball Coach , Virginia High School, Virginia, MN	2020-Present
Elementary Basketball Camp Instructor , Roosevelt Elementary Virginia, MN	2020-Present
Volunteer Basketball Coach , Virginia High School, Virginia, MN	2018-2019

OTHER WORK EXPERIENCE

Dockhand , Lake Vermilion Houseboats, Tower, MN	2021- Present
Football/Basketball Official , Rock Ridge School District, Virginia, MN	2018-Present
Busser , Grandma's Saloon & Grill, Duluth, MN	Summer 2019
Basketball Official , Lake Superior Official Association, Duluth, MN	2019-2020

ACTIVITIES AND RECOGNITION

College:	Junior College Basketball	High School:	Student Council
			Varsity Baseball
			Varsity Football
			Varsity Basketball
			Football Captain
			Male Athlete of Year

Interests Hunting, fishing, sports, traveling, and spending time with family and friends

July 8, 2024

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>
14969	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$73.48
14969 Total				<u>\$73.48</u>
14970	CARDMEMBER SERVICE	E 01 005 810 000 000 335		\$10,014.73
14970	CARDMEMBER SERVICE	E 01 005 606 000 000 311		\$199.98
14970 Total				<u>\$10,214.71</u>
14971	CULLIGAN WATER CONDITIONING	E 01 300 810 000 000 350	Repairs Maint Serv	\$40.00
14971 Total				<u>\$40.00</u>
14972	MINNESOTA ENERGY RESOURCES	E 01 302 810 000 000 440	Fuel For Bldgs	\$3.24
14972 Total				<u>\$3.24</u>
14973	MINNESOTA POWER	E 03 005 760 000 720 331	Water & Sewer	\$193.69
14973	MINNESOTA POWER	E 01 302 810 000 000 331	Electricity	\$3,755.56
14973	MINNESOTA POWER	E 01 118 810 000 000 331	Electricity	\$2,733.05
14973	MINNESOTA POWER	E 03 005 760 000 720 331	Electricity	\$107.74
14973	MINNESOTA POWER	E 01 101 810 000 000 330	Utilities	\$4,503.15
14973 Total				<u>\$11,293.19</u>
14974	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$68.04
14974	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$68.53
14974	PER MAR SECURITY SERVICES	E 05 005 865 000 363 311	Prof Tech Services	\$48.00
14974 Total				<u>\$184.57</u>
14975	VERIZON	E 01 005 690 000 000 320	Comm Telephone	\$105.14
14975 Total				<u>\$105.14</u>
14976	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 331		\$1,636.33
14976	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 332		\$37.50
14976	VIRGINIA PUBLIC UTILITITES	E 03 005 760 000 720 440		\$171.81
14976	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 334		\$70.97
14976	VIRGINIA PUBLIC UTILITITES	E 03 005 760 000 720 333		\$98.97
14976	VIRGINIA PUBLIC UTILITITES	E 03 005 760 000 720 332		\$58.75
14976	VIRGINIA PUBLIC UTILITITES	E 03 005 760 000 720 331		\$314.74
14976	VIRGINIA PUBLIC UTILITITES	E 01 005 810 000 000 334		\$917.46
14976	VIRGINIA PUBLIC UTILITITES	E 01 112 810 000 000 332		\$241.50
14976	VIRGINIA PUBLIC UTILITITES	E 01 112 810 000 000 331		\$5,001.08
14976	VIRGINIA PUBLIC UTILITITES	E 01 112 810 000 000 333		\$547.46
14976	VIRGINIA PUBLIC UTILITITES	E 01 112 810 000 000 440		\$735.57
14976	VIRGINIA PUBLIC UTILITITES	E 01 300 810 000 000 440		\$7,985.88
14976	VIRGINIA PUBLIC UTILITITES	E 01 300 810 000 000 331		\$34,297.34
14976	VIRGINIA PUBLIC UTILITITES	E 03 005 760 000 720 331	Electricity	\$69.54
14976 Total				<u>\$52,184.90</u>
14977	AMAZON CAPITAL SERVICES INC	E 04 500 590 000 321 401	General Supplies	\$275.53
14977	AMAZON CAPITAL SERVICES INC	E 01 112 203 000 000 401	General Supplies	\$57.51
14977	AMAZON CAPITAL SERVICES INC	E 01 005 606 000 000 401	General Supplies	\$28.09
14977	AMAZON CAPITAL SERVICES INC	E 01 005 105 048 000 430	Instructional Supply	\$69.77
14977	AMAZON CAPITAL SERVICES INC	E 01 112 408 000 740 433	Ind Instructnl Mtrls	\$100.14
14977 Total				<u>\$531.04</u>

14978	AMERICAN HEART ASSOCIATION	E	01	005	030	000	000	460	BLS PROVIDER MANUAL	\$185.00
14978	AMERICAN HEART ASSOCIATION	E	01	005	030	000	000	460	Freight	\$10.22
14978 Total										<u>\$195.22</u>
14979	ANDRIE JADE	E	01	300	361	000	475	366	Travel	\$1,055.42
14979 Total										<u>\$1,055.42</u>
14980	ARROWHEAD CONSULTING & TESTING INC	E	06	005	870	000	000	311	Prof Tech Services	\$30,740.50
14980 Total										<u>\$30,740.50</u>
14981	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$1,967.65
14981 Total										<u>\$1,967.65</u>
14982	B&H PHOTO VIDEO	E	01	300	212	000	000	430	BH#NI5018GAF, NIKON AF-S NIKKOR 50MM F/1	\$590.85
14982 Total										<u>\$590.85</u>
14983	BAYADA HOME HEALTH CARE INC	E	01	005	404	000	740	399	SpEd Purchased Services	\$472.50
14983 Total										<u>\$472.50</u>
14984	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$136.50
14984	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$234.00
14984 Total										<u>\$370.50</u>
14985	CONQUER RIGGING LLC	E	06	116	870	000	000	530	Equipment	\$89,000.00
14985 Total										<u>\$89,000.00</u>
14986	EVELETH FLORAL	E	01	300	211	047	000	401	General Supplies	\$140.00
14986	EVELETH FLORAL	E	01	300	211	047	000	401	General Supplies	\$144.50
14986 Total										<u>\$284.50</u>
14987	FIRST TECHNOLOGIES INC	E	01	300	255	000	000	430	AS PER ATTACHED QUOTATION # 24-3133	\$438.68
14987 Total										<u>\$438.68</u>
14988	FLAGSHIP RECREATION	E	06	116	870	000	000	311	Prof Tech Services	\$52,952.75
14988 Total										<u>\$52,952.75</u>
14989	FYRE WOODWORK & ENGRAVING	E	01	005	020	000	000	401	General Supplies	\$515.00
14989 Total										<u>\$515.00</u>
14990	HAINNEY CASSANDRA	E	01	005	107	050	000	401	General Supplies	\$151.54
14990	HAINNEY CASSANDRA	E	01	005	107	050	000	366	Travel	\$38.19
14990	HAINNEY CASSANDRA	E	01	005	107	050	000	366	Travel	\$1,162.02
14990 Total										<u>\$1,351.75</u>
14991	HALLBERG ENGINEERING	E	06	116	870	000	000	311	Prof Tech Services	\$2,000.00
14991 Total										<u>\$2,000.00</u>
14992	HAZELTON CHAD	E	01	300	292	000	000	366	Travel	\$497.14
14992 Total										<u>\$497.14</u>
14993	HOLIDAY INN EXPRESS & SUITES	E	01	300	294	705	000	364	HOTEL RESERVATIONS FOR STATE BOYS TENNI!	\$3,589.82
14993 Total										<u>\$3,589.82</u>
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$1,300.00
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$102.50
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$49.20
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
14994	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$49.20
14994 Total										<u>\$1,878.10</u>
14995	IMPERIAL DADE	E	01	112	810	000	000	410	Custodial Supplies	\$115.77
14995 Total										<u>\$115.77</u>
14996	INNOVATIVE OFFICE SOLUTIONS	E	01	101	203	000	000	401	HIGS6-.F-.E-.U-\$(2)-.WP-40-.T IGNITION GUEST/	\$2,044.35
14996	INNOVATIVE OFFICE SOLUTIONS	E	01	101	203	000	000	401	installation	\$300.00
14996 Total										<u>\$2,344.35</u>

14997	ISD #2142	E	01	005	640	000	316	366	Travel	\$2,000.00
14997 Total										<u>\$2,000.00</u>
14998	ISD #316	E	01	300	361	956	428	303	Purchased Services	\$3,324.00
14998 Total										<u>\$3,324.00</u>
14999	ISD #317	E	01	300	361	952	475	303	Purchased Services	\$1,500.00
14999	ISD #317	E	01	300	361	952	475	303	Purchased Services	\$1,000.00
14999	ISD #317	E	01	300	361	952	475	303	Purchased Services	\$500.00
14999	ISD #317	E	01	300	361	952	428	303	Purchased Services	\$2,884.18
14999 Total										<u>\$5,884.18</u>
15000	ISD #318	E	01	300	361	955	428	303		\$5,613.58
15000	ISD #318	E	01	300	361	955	475	303		\$3,870.84
15000 Total										<u>\$9,484.42</u>
15001	ISMIL LORI	E	01	300	274	000	000	430	Instructional Supply	\$157.94
15001 Total										<u>\$157.94</u>
15002	J W PEPPER & SON INC	E	01	300	258	003	000	430	Instruct Supplies	\$75.00
15002 Total										<u>\$75.00</u>
15003	JAMAR COMPANY	E	05	005	865	000	380	350	Repair & Maint Service	\$87,100.75
15003 Total										<u>\$87,100.75</u>
15004	JAY'S PAC-N-SHIP	E	03	005	760	000	720	401	General Supplies	\$26.00
15004 Total										<u>\$26.00</u>
15005	KRAUS-ANDERSON	E	06	116	870	000	000	311	Prof Tech Services	\$128,710.63
15005	KRAUS-ANDERSON	E	06	005	870	000	000	311	Prof Tech Services	\$14,004.25
15005 Total										<u>\$142,714.88</u>
15006	KUNNARI'S KITCHEN & COFFEE HOUSE	E	01	005	020	000	000	401	General Supplies	\$2,589.46
15006 Total										<u>\$2,589.46</u>
15007	KY INTERPRETING SERVICES INC	E	01	116	405	000	740	399	Spec Purchased Services	\$11,080.00
15007	KY INTERPRETING SERVICES INC	E	01	101	405	000	740	399	Valeria Brysch	\$8,905.00
15007	KY INTERPRETING SERVICES INC	E	01	101	405	000	740	399	Asher Kelly	\$10,450.00
15007	KY INTERPRETING SERVICES INC	E	01	101	405	000	740	399	Athena Brysch	\$13,720.00
15007 Total										<u>\$44,155.00</u>
15008	LAMPPA JOSHUA	E	01	300	292	000	000	366	Travel	\$1,207.43
15008 Total										<u>\$1,207.43</u>
15009	LENCI ENTERPRISES INC	E	05	005	865	000	380	350	Repair & Maint Service	\$475.00
15009 Total										<u>\$475.00</u>
15010	LENOVO INC	E	01	005	110	000	000	401		\$1,615.99
15010	LENOVO INC	E	01	300	292	000	000	430		\$2,130.68
15010 Total										<u>\$3,746.67</u>
15011	MALOVRH SHANNON	E	01	300	361	000	428	368	Out-of-State Travel	\$1,659.73
15011 Total										<u>\$1,659.73</u>
15012	MARIUCCI VIDEO PRODUCTION INC	E	19	005	105	000	000	401	General Supplies	\$2,000.00
15012 Total										<u>\$2,000.00</u>
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$999.86
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$197.14
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$567.40
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$206.87
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$42.35
15013	MENARDS	E	01	116	203	007	000	430	Instruct Supplies	\$11.53
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$337.35
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$710.88
15013	MENARDS	E	01	116	203	007	000	430	Instruct Supplies	\$214.12
15013	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$13,671.54
15013 Total										<u>\$16,959.04</u>

15014	MESPA	E	01	005	640	000	316	366	Travel	\$175.00
15014 Total										<u>\$175.00</u>
15015	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$48.32
15015	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$15.11
15015 Total										<u>\$63.43</u>
15016	MYERS MAGDALEN	E	01	005	107	050	000	366	Travel	\$1,416.00
15016 Total										<u>\$1,416.00</u>
15017	NE MN OFFICE OF JOB TRAINING	E	01	300	361	000	428	303	Purchased Services	\$500.00
15017 Total										<u>\$500.00</u>
15018	NTS	E	06	116	870	000	000	311	Prof Tech Services	\$8,210.00
15018 Total										<u>\$8,210.00</u>
15019	PARALLEL TECHNOLOGIES INC	E	06	300	870	000	000	530	Equipment	\$26,467.15
15019 Total										<u>\$26,467.15</u>
15020	PERKO MAXINE	E	01	112	203	000	000	401	General Supplies	\$299.98
15020 Total										<u>\$299.98</u>
15021	POHAKI LUMBER CO	E	05	300	850	052	302	520	Bldg Improvements	\$29.98
15021 Total										<u>\$29.98</u>
15022	RED CEDAR STEEL ERECTORS INC	E	05	005	865	000	380	350	Repair & Maint Service	\$14,592.95
15022 Total										<u>\$14,592.95</u>
15023	SCHOOL SPECIALTY LLC	E	01	300	212	000	000	430	Instruct Supplies	\$1,275.97
15023 Total										<u>\$1,275.97</u>
15024	SHI	E	06	116	870	000	000	555	Technology Equip	\$28,800.00
15024	SHI	E	06	116	870	000	000	555	Technology Equip	\$11,550.00
15024	SHI	E	06	116	870	000	000	555	Technology Equip	\$3,850.00
15024	SHI	E	06	116	870	000	000	555	Technology Equip	\$11,550.00
15024	SHI	E	06	116	870	000	000	555	Technology Equip	\$3,850.00
15024 Total										<u>\$59,600.00</u>
15025	SHRED-N-GO_ 446138	E	01	300	211	000	000	401		\$78.93
15025	SHRED-N-GO_ 446138	E	01	005	110	000	000	401		\$78.93
15025 Total										<u>\$157.86</u>
15026	SNICKERS PIZZA	E	01	005	107	050	000	401	General Supplies	\$640.00
15026 Total										<u>\$640.00</u>
15027	SPELTS WILLIE	E	01	300	296	715	000	366	Travel	\$267.09
15027 Total										<u>\$267.09</u>
15028	ST LOUIS COUNTY HHSC FUND	E	01	005	107	050	000	401	General Supplies	\$300.00
15028 Total										<u>\$300.00</u>
15029	TACONITE TIRE SERVICE	E	03	005	760	000	720	350	Repairs Maint Serv	\$69.74
15029 Total										<u>\$69.74</u>
15030	TASSONI LAURA	E	01	116	203	000	000	401	General Supplies	\$114.86
15030 Total										<u>\$114.86</u>
15031	TEACHERS ON CALL	E	01	101	420	000	740	307	Laurentian Paras	\$119.90
15031	TEACHERS ON CALL	E	01	116	420	000	740	307	North Star Paras	\$995.17
15031	TEACHERS ON CALL	E	01	112	420	000	740	307	Parkview Paras	\$551.54
15031	TEACHERS ON CALL	E	01	300	420	000	740	307	Rock Ridge High School Para	\$947.22
15031 Total										<u>\$2,613.83</u>
15032	TITAN ENVIRONMENTAL INC	E	06	005	870	000	000	311	Prof Tech Services	\$262,675.00
15032 Total										<u>\$262,675.00</u>
15033	TWIN CITIES HARDWARE	E	01	112	810	000	000	410	Custodial Supplies	\$37.11
15033 Total										<u>\$37.11</u>
15034	ULINE	E	05	300	850	052	302	520	Bldg Improvements	\$9,463.49
15034 Total										<u>\$9,463.49</u>
15035	US BANK EQUIPMENT FINANCE	E	05	005	850	000	302	335	Short Term Lease	\$1,226.67
15035 Total										<u>\$1,226.67</u>

15036	VC3 INC	E	01	005	605	000	000	434	Software	\$10.00
15036 Total										<u>\$10.00</u>
15037	W A FISHER COMPANY	E	01	300	298	000	000	430	Instruct Supplies	\$150.00
15037	W A FISHER COMPANY	E	01	005	105	005	000	401	General Supplies	\$1,089.20
15037	W A FISHER COMPANY	E	01	300	211	000	000	401	General Supplies	\$230.00
15037 Total										<u>\$1,469.20</u>
15038	BARBER GRAPHICS INC	E	01	005	107	050	000	401	General Supplies	\$15,081.50
15038 Total										<u>\$15,081.50</u>
15039	CONSULTING PERKS LLC	E	01	005	107	050	000	311	Prof Tech Services	\$2,750.00
15039 Total										<u>\$2,750.00</u>
15040	HAINNEY CASSANDRA	E	01	005	107	050	000	401	General Supplies	\$225.00
15040 Total										<u>\$225.00</u>
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$184.50
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$1,625.00
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$49.20
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$49.20
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$82.00
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$61.50
15041	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$65.60
15041 Total										<u>\$2,395.80</u>
15042	ISD #118	E	01	300	361	965	475	303	Purchased Services	\$450.00
15042 Total										<u>\$450.00</u>
15043	MESABI FIT	E	01	005	107	050	000	401	General Supplies	\$850.00
15043 Total										<u>\$850.00</u>
15044	MESABI SIGN CO INC	E	01	005	107	050	000	401	General Supplies	\$1,792.00
15044 Total										<u>\$1,792.00</u>
15045	MYERS MAGDALEN	E	01	005	107	050	000	366	Travel	\$1,416.00
15045 Total										<u>\$1,416.00</u>
15046	SOHM VIRGIL	E	01	005	690	000	510	366	Travel	\$150.00
15046 Total										<u>\$150.00</u>
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$410.00
15047	W A FISHER COMPANY	E	01	005	690	000	510	401	General Supplies	\$150.00
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$267.75
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$80.00
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$75.00
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$90.00
15047	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$75.00
15047	W A FISHER COMPANY	E	01	005	690	000	510	401	General Supplies	\$75.00
15047 Total										<u>\$1,222.75</u>
15048	APPLE FINANCIAL SERVICES	E	05	005	850	000	302	335	Short Term Lease	\$348,100.25
15048	APPLE FINANCIAL SERVICES	E	05	005	850	000	302	335	Short Term Lease	-\$11,004.45
15048 Total										<u>\$337,095.80</u>
15049	ASCD	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$275.00
15049 Total										<u>\$275.00</u>
15050	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340	Property&liab Ins	\$900.00
15050 Total										<u>\$900.00</u>
15051	FRONTLINE TECHNOLOGIES	E	01	005	110	000	000	311	AS PER ATTACHED QUOTE ID Q-182831	\$7,155.32
15051 Total										<u>\$7,155.32</u>

15052	MASA	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$1,345.00
15052	MASA	E	01	005	020	000	000	401	General Supplies	\$209.00
15052 Total										<u>\$1,554.00</u>
15053	MESPA	E	01	112	203	000	000	820	Dues/Mmbrshp/License	\$962.00
15053 Total										<u>\$962.00</u>
15054	MN RURAL EDUCATION ASSOCIATION	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$2,500.00
15054 Total										<u>\$2,500.00</u>
15055	MN SCHOOL BOARDS ASSOCIATION	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$10,928.00
15055 Total										<u>\$10,928.00</u>
15056	PLTW	E	01	005	640	000	316	366	Travel	\$950.00
15056	PLTW	E	01	005	640	000	316	366	Travel	\$950.00
15056 Total										<u>\$1,900.00</u>
15057	RAM	B	01	215	270				Payroll Deductions-WC	\$9,641.49
15057	RAM	B	01	215	270				Payroll Deductions-WC	\$9,641.49
15057 Total										<u>\$19,282.98</u>
15058	SWANK MOVIE LICENSING USA	E	01	005	606	000	000	311	Prof Tech Services	\$598.00
15058 Total										<u>\$598.00</u>
291108-291109	PAYROLL 06/28/24									\$220,050.29
	OASDI									\$13,035.00
	MEDICARE									\$3,052.95
	PERA									\$10,496.71
	TRA									\$5,671.45
	TSA MATCH									\$986.48
	PAYROLL 06/28/24 - PAYOFF									\$460,867.75
	OASDI									\$27,265.54
	MEDICARE									\$6,376.64
	TRA									\$39,289.48
	TSA MATCH									\$3,515.14
	PAYROLL 06/28/24 - VACATION PAYOUT									\$58,518.43
	OASDI									\$3,628.16
	MEDICARE									\$848.55
									TOTAL DISBURSEMENTS & PAYROLLS	<u>\$2,243,312.30</u>

Seconded by

that the above resolution be adopted.

Resolution adopted July 8, 2024.

Clerk

Chairperson



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: March 27, 2023

Revised: _____

533 WELLNESS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

- A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
 - b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
 - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.
4. All schools will develop joint-use agreements with community partners in order to provide expanded physical activity opportunities for all students and community members. (PEPA15)
5. The physical education curriculum for grades K-12 will be aligned with established state physical education standards and taught by licensed staff.
6. Schools shall provide at least 20 minutes of active daily recess to all elementary school students.

7. Recess will not be withheld from students as a punishment for poor behavior or incomplete class work.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. Applications for free/reduced priced meals are sent home to all families at the beginning of the school year. The application is also available on the district website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals (breakfast and school lunch)

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.
11. The school district will provide students access to free drinking water during meals and during the school day.
12. Schools are encouraged to source fresh products from local farmers where practicable.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.
2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being,

increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
 - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
 - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
 - a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
 - b. the extent to which the school district's wellness policy compares to model local wellness policies; and

- c. a description of the progress made in attaining the goals of the school district’s wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district’s website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district’s written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district’s jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
 42 U.S.C. § 1758b (Local School Wellness Policy)
 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
 7 C.F.R. § 210.10 (School Lunch Program Regulations)
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
 Minnesota Department of Health, www.health.state.mn.us
 County Health Departments
 Action for Healthy Kids Minnesota, www.actionforhealthykids.org
 United States Department of Agriculture, www.fns.usda.gov
[Smart Snack Standards, https://rrps.org/wp-content/uploads/2024/04/smartsnacks.pdf](https://rrps.org/wp-content/uploads/2024/04/smartsnacks.pdf)



Rock Ridge Public
Schools
1405 Progress

Adopted: _____

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;

2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
 3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
 4. has technology and Internet access; and
 5. is served by a licensed school library media specialist or licensed school librarian.
- B. “Library collection” consists of the library materials made available to students.
- C. “Library materials” are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. “Library media specialist” is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

- A. The school board recognizes the expertise of the school district’s professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

IV. SELECTION OF LIBRARY MATERIALS

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
 - a. Artistic quality and/or literary style;
 - b. Authenticity;
 - c. Critical thinking;
 - d. Educational significance;
 - e. Factual content;
 - f. High interest for intended audience; and
 - g. Readability.
 6. The selection of library materials shall conform to the constraints of the school district budget.
- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question

met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed Formal Request for Reconsideration of Specific Library Collection Material form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
 - a. One member of the school district administration
 - b. One principal
 - c. Two teachers
 - d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
 - e. Two members of the school district community with no direct connection with the request for reconsideration
 - f. Two student representatives (as appropriate to the specific request).
3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee
 - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
 - b. shall examine the specific library material as a whole;
 - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
 - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.
6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: Policy 524 (Internet Acceptable Use and Safety Policy)
Policy 606 (Textbook and Instructional Materials)



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Formal Request for Reconsideration of Specific Library Collection Material

The Rock Ridge School Board school board adopted Policy 606.5 (Library Materials), under which the school board delegated responsibility for selection and evaluation of library materials to school district staff. This policy establishes procedures for formal reconsideration of specific library collection material.

A Rock Ridge school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness.

A requestor has the option to request Formal Reconsideration if the informal process set forth in Policy 606.5 has not resolved the matter.

The first step in the Formal Reconsideration process is submission of a fully completed Formal Request for Reconsideration form. A separate form must be completed in full for each library material item for which formal reconsideration is requested.

If you wish to request formal reconsideration of specific library collection material, please return a completed form to:

Building Principal
Parkview Elementary
506 9th Ave W
Virginia, MN 55792

Building Principal
North Star Elementary
411 5th Ave S
Virginia, MN 55792

Building Principal
Laurentian Elementary
1409 Progress Pkwy
Eveleth, MN 55734

Building Principal
Rock Ridge High School
1403 Progress Pkwy
Virginia, MN 55792

Date _____

Name of Requestor _____

Address _____

Phone _____ **Email** _____

Type of Library Material (please check)

Book (e-book)	<input type="checkbox"/>
Movie	<input type="checkbox"/>
Magazine	<input type="checkbox"/>
Database	<input type="checkbox"/>
Newspaper	<input type="checkbox"/>

Audio Recording	<input type="checkbox"/>
Digital Resource	<input type="checkbox"/>
App	<input type="checkbox"/>
Streaming Media	<input type="checkbox"/>
Other	<input type="checkbox"/>



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Title: _____

Author/Producer: _____

Please explain the concern you have concerning this Library Material.

Please explain the circumstances that brought this Library Material to your attention.

Have you examined the entire Library Material? If not, please identify the sections you reviewed.

Please identify resources that may provide additional information and/or other viewpoints regarding this Library Material.

Please set forth the ways in which you believe this Library Material does not comply with the selection objectives and criteria set forth in Policy 606.5

Please set forth the resolution that you seek.



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: January 25, 2021

Reviewed: January 10, 2022

Revised: October 10, 2022

Revised: September 25, 2023

Revised: February 12, 2024

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~~ the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent imminent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck,

chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- 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. A teacher, in exercising the teacher's person's lawful authority, ~~a teacher~~ may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- 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~~ the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- 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;
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 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.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- 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 less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. 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 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 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 must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the 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 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.58 \(Corporal Punishment; Prone Restraint; And Certain Physical Holds\)](#)
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. § 121A.611 \(Recess and Other Breaks\)](#)
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)
[MSBA/MASA Model Policy 507.5 \(School Resource Officers\)](#)
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: September 25, 2023

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 student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

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. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
23. "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 or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as~~

~~reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~

~~2. An employee or agent of the school 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. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

~~V. EXCEPTIONS~~

V. REASONABLE FORCE

~~1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.~~

~~2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.~~

~~3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).~~

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 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 ~~Subd. 1 (6)(7)~~ (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645.241 (Punishment for Prohibited Acts)
Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)
Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)

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)
Policy 507.5 (School Resource Officers)



Rock Ridge Public
Schools
1405 Progress

Adopted: _____

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. “School” means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer’s contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;

6. educating and advising students and staff on law enforcement topics; and,
 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.
 - C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
 - D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60

student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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: July 27, 2020

Reviewed: January 10, 2022

Revised: January 9, 2023

Revised: September 25, 2023

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.

 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.

- 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, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about 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. Consistent with its applicable policies and practices, the school district must shall discuss this policy with students, school personnel and volunteers and provide appropriate training ~~to~~ for all school district personnel to prevent, identify, and respond to prohibited conduct regarding this policy. The school district must 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 Article II, paragraph D, regarding malicious and sadistic conduct~~ 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 shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of hiring or contracting employment with the district or the school.
- E. 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.
- F. 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, consistent with the district policies and practices.
- ~~G. 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.0312 (Malicious and Sadistic Conduct)
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

Adopted: September 28, 2020

Reviewed: _____

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 2909. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Rock Ridge Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 2909 (Rock Ridge), but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References:



Rock Ridge Public
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Adopted: September 28, 2020

Revised: _____

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

“School board” means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and
 - 10. procure insurance against liability of the school district, its officers, and employees.
- F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
2. furnish school lunches for pupils and teachers on such terms as the school board determines;
3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (~~School Board Powers~~ Boards of Independent School Districts)
Minn. Stat. § 123B.14 (~~School District~~ Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (~~Cocurricular and~~ Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; ~~Access for Noncurricular Purposes~~ Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

Cross References: Policy 101 (Legal Status of the School District)
Policy 202 (School Board Officers)
Policy 203 (Operation of the School Board -Governing Rules)
Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties



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202 SCHOOL BOARD OFFICERS

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

IV. OFFICER'S RESPONSIBILITIES

- A. Chair
 - 1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.

2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Vice-Chair

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

C. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

D. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the commissioner certified reports, showing:
 - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
 - (2) length of school term and enrollment and attendance by grades; and
 - (3) other items of information as called for by the commissioner.

4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

E. Alternate Clerk

The alternate clerk shall perform the duties of the clerk in the event of the clerk's temporary absence.

F. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
 - d. superintend school grading practices and examinations for promotions;
 - e. make reports required by the commissioner; and

- f. perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 (~~Finance~~ Insufficient Funds to Pay Orders)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)

Cross References: Policy 101 (Legal Status of the School District)
Policy 201 (Legal Status of the School Board)
Policy 203 (Operation of the School Board – Governing Rules)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties



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203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order, Revised* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (~~School Board Matters~~ Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None



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203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or

may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.
- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.
- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References: Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment Contracts, Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (~~School Board Powers~~ Boards of Independent School Districts)

Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)

Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)

Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)

Minn. Stat. § 471.88 (Exceptions)

Cross References: Policy 203 (Operation of the School Board – Governing Rules)
Policy 204 (School Board Meeting Minutes)
Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
Policy 207 (Public Hearings)



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203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (~~School Board Powers~~ Boards of Independent School Districts)

Cross References: Policy 203.2 (Order of the Regular School Board Meeting)
Policy 203.5 (School Board Meeting Agenda)
Policy 204 (School Board Meeting Minutes)



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212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training Boards of Independent School Districts~~)

Cross References: Policy 214 (Out-of-State Travel by School Board Members)
Policy 412 (Expense Reimbursement)



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214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. ~~Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose.~~ Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (~~School Board Member Training Boards of Independent School Districts~~)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: Policy 212 (School Board Member Development)
Policy 412 (Expense Reimbursement)



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306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.
2. Fulfills professional responsibilities with honesty and integrity.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
5. Implements the school board's policies.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (~~Code of Ethics~~ Duties of Board of School Administrators)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None



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405 VETERAN'S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
 - E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
 - F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
 - G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
 - H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
 - I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: Policy 401 (Equal Employment Opportunity)



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407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (~~Minn. Stat. § 182.653, Subd. 2~~)

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the [Minnesota](#) Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious

physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
- E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
- F. “Blood borne pathogen” means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full- and part-time employees who are “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be “routinely exposed” under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 ([Occupational Safety and Health Standards](#))
Minn. Rules Ch. 5206 ([Hazardous Substances](#); Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)

Policy 807 (Health and Safety Policy)



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**409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS,
AND CREATIONS**

I. PURPOSE

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment and for two (2) years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

III. NOTICE OF POLICY

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
17 U.S.C. § 101 *et seq.* (Copyrights)

Cross References: None



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412 EXPENSE REIMBURSEMENT

I. PURPOSE

The purpose of this policy is to identify school district business expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.

II. AUTHORIZATION

All school district business expenses to be reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
 - 1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 - 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit

received. Reimbursement for airline travel expenses will not be made until such documentation is provided.

- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: Policy 214 (Out-of-State Travel by School Board Members)



Rock Ridge Public
Schools
1405 Progress

Adopted: September 28, 2020

Reviewed: _____

421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: Policy 209 (Code of Ethics)
Policy 210 (Conflict of Interest – School Board Members)
Policy 306 (Administrator Code of Ethics)

LEASE

This Lease (this “Lease”) is made this ____ day of _____, 2024 by and between Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota body corporate and politic (the “Landlord”) and the City of Eveleth, a Minnesota municipal corporation (the “Tenant”).

1. **Premises.** In consideration of the rents, covenants, and agreements herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease to Tenant a portion of the real property that is described on the attached Exhibit A (the “Premises”). The portion of the property that is being leased by Tenant is shown on the diagram attached as Exhibit B and includes the tennis courts, playground, and the Fine Arts/Multi-Purpose building (and related parking lot, sidewalk, and entrance)(the “Leased Premises”). Landlord represents to Tenant that it has the legal power and authority to lease the Leased Premises to Tenant on the terms set forth in this Lease.
2. **Lease Term.** The terms of this Lease and Tenant’s obligation to pay rent hereunder shall commence on _____, 2024 (the “Commencement Date”). This Lease shall terminate when the parties close on Tenant’s purchase of the Leased Premises or upon termination of the Purchase Agreement for Tenant’s purchase of the Leased Premises.
3. **Rent.** Tenant shall pay Landlord rent in the amount of \$1.00 per month (“Rent”). Rent and Additional Rent shall be due on the first day of each month, commencing on the Commencement Date, and continuing during the term of this Lease. If the first month of the Lease is a partial month, Rent and Additional Rent shall be prorated for that particular month.
4. **Triple Net.** This Lease shall be deemed to be a triple net lease with all operating expenses, taxes, insurance, utilities, license fees, repairs, insurance, and maintenance attributable to the Premises to be paid by Tenant as Additional Rent.
5. **Tenant Improvements.** Tenant shall not make any improvements to the Leased Premises without the written consent of the Landlord.
6. **Permitted Use.** Tenant shall use the Leased Premises solely for municipal purposes and any other uses that are authorized by Landlord. Tenant will further comply with such legal requirements of the State of Minnesota and any municipal or public authorities which relate to Tenant’s use and occupancy of the Leased Premises.
7. **Maintenance.** Tenant will, at Tenant’s expense, perform all maintenance and repairs on the entire Leased Premises as reasonably required by Tenant. Tenant shall be responsible for any damage caused by its users of the Leased Premises. Tenant shall also ensure that it keeps the Leased Premises in a clean and orderly condition. Tenant shall be responsible for cleaning the Leased Premises. Tenant shall be responsible for snow removal for any area on the Leased Premises needed to be utilized by Tenant for parking or access. Tenant shall be responsible for lawn care on the Leased Premises. Tenant shall be responsible for any fire protection that it requires for the Leased Premises (i.e. fire extinguishers, maintaining fire alarms, etc.).

8. **AS-IS Condition of Leased Premises.** Neither Landlord nor any agent, contractor, official, or employee of Landlord has made any representations or promises with respect to the Leased Premises except as expressly provided in this Lease, and no right, privileges, easements, or licenses with respect to the Leased Premises are being acquired by Tenant except as expressly provided in this Lease. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Leased Premises. Tenant, by taking possession of the Leased Premises, shall accept the same “as is” except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Leased Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it is leasing the Leased Premises on an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever by Landlord, its agents, contractors, officials, or employees. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE LEASED PREMISES OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSES AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE LEASED PREMISES, OR ANY PART THEREOF.

9. **Indemnity.**

a. To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect it, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys’ fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officials, employees, contractors, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant’s obligations (whether express or implied) under this Lease.

b. Tenant, its officials, employees, contractors, agents and others acting on its behalf agrees to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys’ fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises created by the Tenant or its invitees or attributable to the Tenant’s use or manner of use of the Leased Premises.

c. Notwithstanding anything to the contrary in the Lease, Tenant and Landlord do not waive any statutory limited immunity from municipal tort liability available to them under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Landlord, Tenant, or by any third party.

d. The obligations of this Section shall survive the expiration or other termination of this Agreement.

10. **Insurance.**

a. Tenant and its contractors, subcontractors, and agents must carry insurance during the term of this Lease in accordance with the following requirements:

1. Workers' Compensation Insurance with limits as provided by statute, with all necessary statutory elections to provide coverage for actions brought by or claims made by any person doing work on the Premises pursuant to this Agreement.

2. Comprehensive Auto Liability Insurance with minimum combined single limits of \$1,500,000 per occurrence.

3. Comprehensive General Liability Insurance with minimum combined single limits of \$1,500,000 per occurrence.

4. Property Damage Insurance covering the value of the Leased Premises.

5. Insurance covering the Tenant's personal property located on or within the Leased Premises.

6. All insurance required by this Section may be carried under a separate policy or a rider or endorsement; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the state of Minnesota. All policies shall include the Landlord listed as an additional insured.

7. Tenant shall provide to Landlord a certificate of insurance evidencing that all insurance required by this Section is in effect and complies with the requirements of this Section.

b. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of personal property of Tenant, located in, upon or about the Leased Premises.

c. All insurance policies shall contain an endorsement requiring 30 days' written notice from the insurance company to both parties before cancellation or change in coverage, scope or amount of any such policy; and contain the standard form of waiver of subrogation.

11. **Environmental.** HAZARDOUS SUBSTANCES. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a “hazardous waste” pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5) , 6921, as now or hereafter amended; (iii) toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a “hazardous air pollutant” under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. “Hazardous Substances” shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

12. **Destruction and Restoration.** If fire or other casualty partially damages or destroys the building or improvements on the Leased Premises, or the building or improvements on the Leased Premises incur substantial damage due to vandalism, failure of building systems, or other unforeseen cause that occurs during the term of this Lease, this Lease may be terminated by either party. As used in this Section, “substantial damage” means damage that fundamentally interferes with Tenant’s ability to continue to use the Leased Premises for the permitted use under Section 6 of this Lease. Tenant shall not be obligated to pay Rent and Additional Rent during the time that the building on the Leased Premises is not usable.

13. **Surrender.** Upon termination of this Lease and should Tenant not purchase the Leased Premises, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the improvements, appliances, or fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of Landlord’s termination of this Lease or Tenant’s surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

14. **Default.**

a. Any one of the following events shall constitute an event of default by Tenant (an “Event of Default”):

- i. Tenant fails to pay any monthly installment of Rent and Additional Rent and such default shall continue for a period of 10 days; or
- ii. Tenant violates or fails to perform any of the other conditions, covenants, or agreements made by Tenant in this Lease and such default continues for

15 days after written notice to Tenant from Landlord; provided, however, that if the Tenant informs Landlord in writing that the nature of such default is such that Tenant can cure the default, but not within 15 days, then the Event of Default shall be suspended for a period not in excess of 30 additional days, provided that Tenant diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create a material risk to the Leased Premises or to persons using the Leased Premises.

b. If an Event of Default occurs and continues, Landlord may at its sole option by written notice to Tenant terminate the Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section.

c. If an Event of Default has occurred and continues, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Leased Premises (the "Repossession") by force, summary proceedings, ejectment, or otherwise, and may remove Tenant and all other persons and property from the Leased Premises. In the event the Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in Section 13 of this Lease, all items of personal property not removed shall be deemed abandoned, and title thereto shall transfer to the Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

d. After Repossession, whether or not Landlord terminates this Lease, Landlord may, but shall not be obligated to, attempt to relet the Leased Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms and for such terms and uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent from such reletting.

e. No termination of this Lease or Repossession shall relieve Tenant of its liabilities and obligations under this Lease and any outstanding loans that it may have relating to the Leased Premises, all of which shall survive any such termination or Repossession.

f. Landlord shall, in no event, be considered to be in default of Landlord's obligations under this Lease until the expiration of 30 days' written notice of default from Tenant. Landlord shall not be in default if, within the 30 day period, Landlord is proceeding to cure the default with reasonable diligence and in good faith.

g. No remedy provided for herein or elsewhere in this Lease or otherwise available to either party by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

15. **Waiver.** No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach. No payment by Tenant, receipt by Landlord of a lesser amount than the annual installment of the Rent and Additional Rent shall be deemed to be a waiver of Landlord's right to receive the balance of delinquent Rent and

Additional Rent payments, to terminate this Lease, to repossess the Leased Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

16. **Liens.** Tenant shall not permit any mechanics', materialmen's, or other liens to stand against the Leased Premises or any part thereof for work or materials furnished to Tenant or its contractors or subcontractors in connection with this Lease. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against the same.

17. **Assignment & Subletting.** Tenant shall not assign or sublet the Leased Premises without the written consent of Landlord.

18. **Access to Leased Premises.** Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours for the purpose of inspecting the same in order to ensure that the Leased Premises comply with any laws, ordinances, rules, regulations, requirements, and orders of any public authority. NOTHING HEREIN SHALL IMPLY ANY DUTY ON THE PART OF LANDLORD TO DO ANY SUCH WORK UNDER ANY PROVISION OF THIS LEASE, Tenant may be required to perform, and the performance thereof shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall, in connection with such inspection, cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances, but in no event shall Landlord be liable for any inconvenience, loss of business, or other damage experienced by Tenant.

19. **Quiet Enjoyment.** Tenant, subject to the terms and provisions of this Lease, on payment of Rents and Additional Rent and observing, keeping, and performing all of the terms and provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof without hindrance or objection by any persons lawfully claiming under Landlord.

20. **Signs.** Upon prior written approval by Landlord of location, design, and construction, which approval shall not be unreasonably withheld, Tenant may erect such signs upon the Leased Premises as it may deem desirable, as long as said signs do not violate the applicable City of Eveleth and state codes, laws, and regulations. Said signs shall be erected at Tenant's expense.

21. **Holding Over.** In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Leased Premises following the expiration of the Lease, Tenant shall remain as a month-to-month tenant and all provisions of the Lease applicable to such tenancy shall remain in full force and effect. During such tenancy, the monthly Rent and Additional Rent shall be one-twelfth of the annual Rent and Additional Rent and payable on the first of each month. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a holdover tenant and if Tenant continues to occupy the Leased Premises following the termination of such holdover (by a proper notice as to such month-to-month tenancy), then the forgoing provision of this Section shall apply in the same manner as when Tenant continued to occupy following the expiration of the Lease term.

22. **Compliance With Laws.** Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, and local laws and regulations relating to Tenant's use and occupation of the Leased Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Leased Premises during the Lease term.

23. **Eminent Domain.** If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, and the Rent and Additional Rent shall be adjusted for the remainder of the Leased Premises so that Tenant shall be required to pay for the balance of the term that portion of the Rent and Additional Rent which the value of the part of the Leased Premises remaining after condemnation bears to the value of the Leased Premises immediately prior to the date of condemnation. The Rent and Additional Rent shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the Rent and Additional Rent, without deduction, and upon such determination, Tenant shall be entitled to credit for any excess Rent and Additional Rent. If, however, by reason of condemnation there is not sufficient space left in the Leased Premises for Tenant to reasonably conduct business, the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, nothing herein shall be construed to prevent Tenant to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its leasehold interest.

24. **Notices.** Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease and any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States Mail or delivered personally to:

(a) in the case of Tenant: City of Eveleth
413 Pierce Street
Eveleth, MN 55734
Attn: City Administrator

(b) in the case of Landlord: Independent School District No. 2909
1405 Progress Parkway
Virginia, MN 55792
Attn: Superintendent

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 24.

26. **Miscellaneous.**

a. **Governing law.** The laws of the State of Minnesota shall govern this Lease.

b. **Time.** Time is of the essence in the performance of all obligations under this Lease.

c. **Binding effect.** All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Lease shall run with the land. If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, Tenant's rights under this Lease shall not be disturbed.

d. **Authority to Execute.** Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

e. **No Partnership.** By executing this Lease, the parties are not establishing any joint undertaking, joint venture, or partnership. Each party shall act solely for its own account.

f. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

g. **Amendments.** All amendments to this Lease must be in writing, executed by both parties.

LANDLORD:

Independent School District No. 2909

By: _____
Board Chair

By: _____
Board Clerk

TENANT:

City of Eveleth

By: _____

Its: Mayor

By: _____

Its: City Administrator

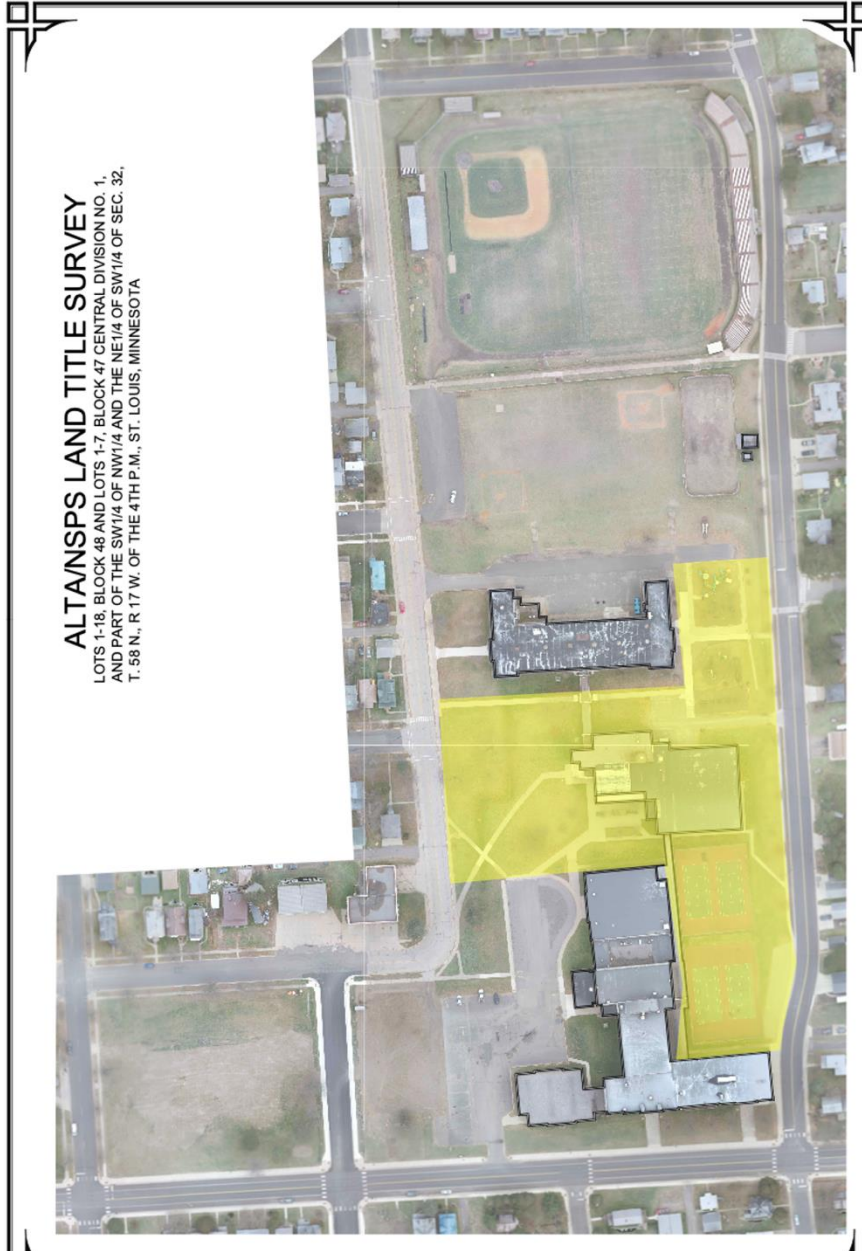
Exhibit A
Description of the Leased Premises

Address: 801 Jones Street, Eveleth, MN 55734

- Acres: 18.71
- PIN: 040-0205-00360

Exhibit B

**Diagram of the Leased Premises
(shown in yellow)**



FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (this “Amendment”) is made this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Eveleth, a Minnesota municipal corporation (the “Buyer”) and Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota body corporate and politic (the “Seller”).

RECITALS

WHEREAS, the Buyer and the Seller entered into that certain Purchase Agreement dated _____, 2024 (the “Agreement”); and

WHEREAS, the Buyer and the Seller have agreed to further amend and modify the terms and conditions of the Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS

1. Paragraph 5(G) of the Agreement is hereby deleted in its entirety. The Agreement shall state that this paragraph has been intentionally deleted.

2. Paragraph 5 (H) of the Agreement is hereby deleted in its entirety and replaced with the following provision:

H. **Removal of Buildings and Improvements.** The Seller shall have demolished and removed all buildings and improvements from the Properties at the Seller’s expense, with the exception of those buildings and improvements which are shown in yellow on the attached Exhibit B which shall be preserved by the Seller (the “Preserved Improvements”). The Seller has until December 25, 2025 to demolish and remove the selected buildings and improvements from the Properties. The Seller and the Buyer shall enter into a lease agreement that will allow the Buyer to lease the Preserved Improvements from the Seller upon completion of the demolition of the buildings and improvements by the Seller and it has been determined by the Seller that it is safe for the Buyer to occupy the Preserved Improvements. A form of lease that must be executed is attached to this Agreement as Exhibit C.

3. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

7. CLOSING. The closing of the sale of the Properties shall take occur after all of the buildings and improvements that are to be demolished by the Seller have been demolished by the Seller and the Seller has vacated the Properties. The Seller must vacate the Properties no later than June 1, 2025. The closing shall take place at Eveleth City Hall, Eveleth, Minnesota, or such other location as mutually agreed upon by the parties, or in accordance with escrow instructions provided by the parties, at a time the parties agree upon. The Seller shall deliver possession of the Properties

to the Buyer on the closing date. The Seller shall remove all personal property not included in the sale and all debris, trash, rubbish, materials, and garbage from the Properties before the closing date.

4. Paragraph 10 of this Agreement is hereby amended to include the following new paragraph (D) which shall read as follows:

D. Special Demolition Expenses/Escrow. The Buyer agrees to pay Seller up to \$600,000 in estimated costs that are incurred by Seller in demolition of the buildings on the Property that require Seller to take additional measures and precautions in order to preserve the buildings and improvements on the Properties that Buyer desires to preserve (“Special Demolition Expenses”). Upon the signing of this Amendment by both parties, the Buyer shall deposit \$100,000 in escrow with the title company in order to reimburse the Seller for the Special Demolition Expenses. Should the escrow fall below \$10,000 at any time, the Buyer shall replenish the escrow with an additional \$100,000. If the Seller determines during the demolition process that the Special Demolition Expenses will exceed \$600,000, it will contact the Buyer and discuss the additional costs before they are incurred. However, regardless, the Buyer shall be responsible for these additional costs. Should the Purchase Agreement be terminated for any reason, said escrow shall be returned to the Buyer after payment of any of the Seller’s Special Demolition Expenses that were incurred by the Seller prior to effective date of termination of the Purchase Agreement.

5. Exhibit B is hereby deleted from the Agreement. A new Exhibit B that is to be added is attached to this Amendment as Exhibit A.

6. A new Exhibit C is hereby added to this Agreement. The Exhibit C that is to be added is attached to this Amendment as Exhibit B.

7. Wherever there is a conflict between the provisions contained in the Agreement, the provisions in this Amendment shall control. Except as expressly amended, supplemented or modified by this Amendment, the Agreement shall continue in full force and effect. All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Agreement. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns

8. This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of this Amendment, signatures by facsimile or .pdf shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year written above.

CITY OF EVELETH

By: _____

Robert Vlasisavljevich

Its: Mayor

By: _____

Jackie Monahan-Junek

Its: City Administrator

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC
SCHOOLS**

By: _____

Its:

By: _____

Its:

EXHIBIT A

EXHIBIT B TO PURCHASE AGREEMENT

Buildings and Improvements to be Preserved on the Properties (shown in yellow)

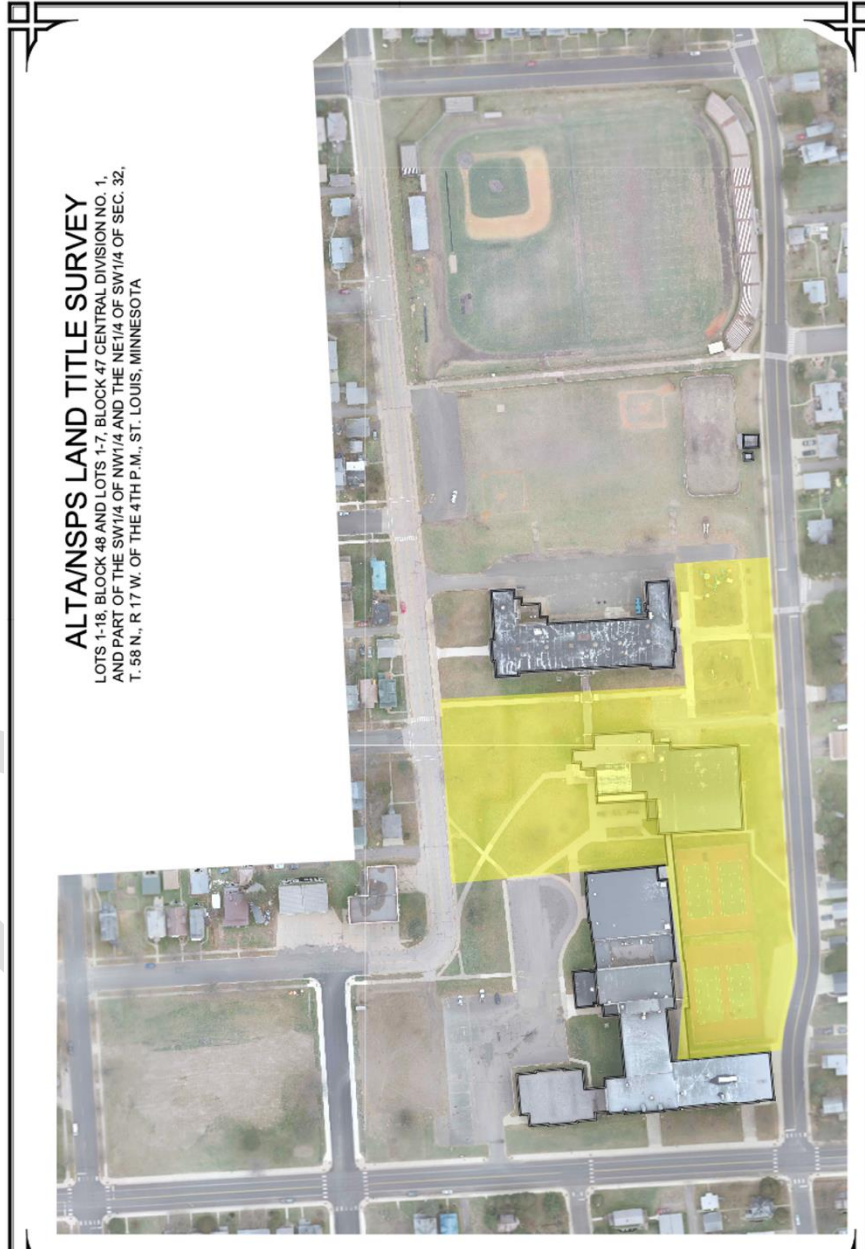


EXHIBIT B

EXHIBIT C TO PURCHASE AGREEMENT

Form of Lease

[to be added]

DRAFT

FOURTH AMENDMENT TO AGREEMENT REGARDING SCHOOL DISTRICT PROPERTY

This Fourth Amendment to Agreement Regarding School District Property (this “Amendment”) is made this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Eveleth, a Minnesota municipal corporation (the “City”) and Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota body corporate and politic (“ISD 2909”), or its successor.

RECITALS

WHEREAS, the City and Independent School District No. 2154, Eveleth-Gilbert Public Schools (“ISD 2154”) entered into that certain Agreement Regarding School District Property dated _____, 2020 (the “Agreement”); and

WHEREAS, the City and ISD 2154 entered into that certain First Amendment to Agreement Regarding School District Property dated May 4, 2020 (the “First Amendment”); and

WHEREAS, the City and ISD 2909 entered into that certain Second Amendment to Agreement Regarding School District Property dated June 21, 2021 (the “Second Amendment”); and

WHEREAS, the City and ISD 2909 enter into that certain Third Amendment to Agreement Regarding School District Property dated December _____, 2023 (the “Third Amendment”); and

WHEREAS, the City and ISD 2909 have agreed to further amend and modify the terms and conditions of the Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS

1. Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following provisions:

1. ISD 2909 agrees that it will demolish all of the existing buildings and improvements on the property located at 801 Jones Street, Eveleth, Minnesota at its sole cost, with the exception of the buildings and improvements that are shown on the attached Exhibit B. All other existing buildings and improvements on the property shall be demolished by ISD 2909 at its sole cost, no later than December 25, 2025.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. The City hereby exercises its option to purchase the ISD 2909 Property in the amount of \$500,000. The parties shall enter into a purchase agreement to memorialize the purchase of all of the ISD 2909 Property. The closing costs will be split between ISD 2909 and the City in the customary fashion.

2. Exhibit B of this Agreement shall be replaced with the attached new Exhibit B. The new Exhibit B is attached to this Amendment as Exhibit A.

3. Wherever there is a conflict between the provisions contained in the Agreement, the provisions this Amendment shall control. Except as expressly amended, supplemented or modified by this Amendment, the Agreement shall continue in full force and effect. All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Agreement. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns

4. This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of this Amendment, signatures by facsimile or .pdf shall be binding to the same extent as original signatures.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year written above.

CITY OF EVELETH

By: _____
Robert Vlasisavljevich
Its: Mayor

By: _____
Jackie Monahan-Junek
Its: City Administrator

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC
SCHOOLS**

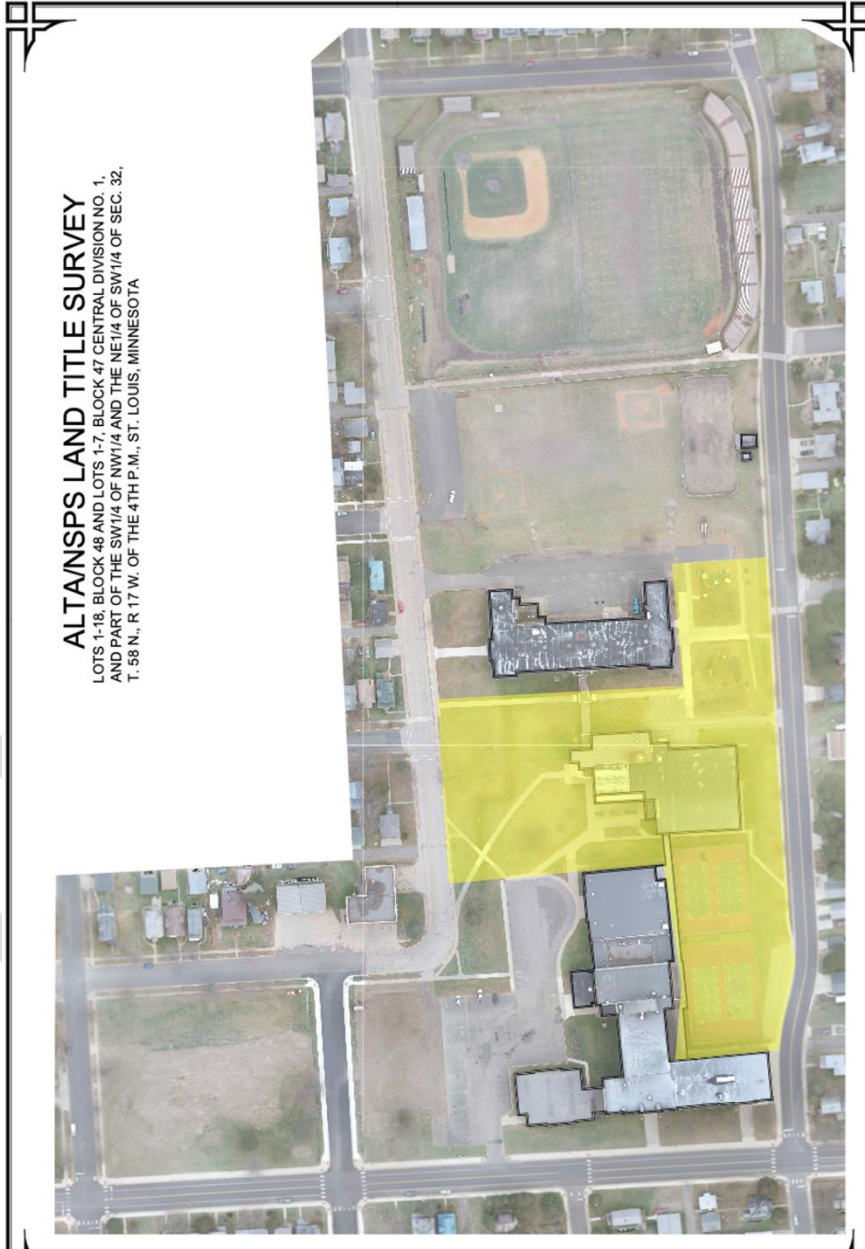
By: _____
Its: Board Chair

By: _____
Its: Superintendent

EXHIBIT A

EXHIBIT B

**Exhibit Showing Buildings and Improvements to be Preserved on the ISD 2909 Property
(shown in yellow)**



FACILITIES 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 recreational facilities, described as follows: the Hippodrome 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; the Southside Park softball fields located in the geographical perimeter of the City of Eveleth; and the Eveleth Municipal Golf Course located within the geographical perimeter of the Town of Fayal, together, the ("Facilities").

2. **School District** desires to use and access the Facilities for its interscholastic, extracurricular, curricular, educational, and athletic programs.

3. **City and School District** enter into this agreement under their respective or shared statutory rights under Minnesota Statute 471.191 and 471.15-471.19, and Minnesota Statute 410 for the purposes of operating a governmental program of public recreation and playgrounds pursuant to Minn. Stat. §§ 471.15-471.19 ("Governmental Program)."

4. That the Parties desire to enter into a use agreement defining their rights, duties, and liabilities relating to the Facilities, 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 FACILITIES

City allows and permits **School District** to use and access the Facilities, on a non-exclusive basis, including any locker rooms and all other relevant portions of the Facilities and its equipment so as to serve the purpose set forth below. Hippodrome use shall be limited to **4 games, includes 2 Boys and 2 Girls games** for the term of this agreement.

The express purpose of this Facilities Use 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**.

SECTION 2

TERM

This Facilities Use Agreement is for the 2024-2025 school year of **School District**, effective _____, 2024. City is not required to renew this agreement at the end of the term, and may operate the facilities or contract with another party after the expiration or termination of said agreement.

SECTION 3

CONSIDERATION

School District agrees to pay to **City** during the term of this Facilities Use Agreement, as follows:

- A. Hippodrome - Payment for the 2024-2025 school year shall be **\$3,000.00**
School District agrees to pay to **City** an additional \$150.00 per hour for each hour over **20 hours** during the term of this agreement.
- B. Softball Fields - School District agrees to pay City the sum of \$3,000.00 for the 2024-2025 school year.
- C. Municipal Golf Course - **School District** agrees to pay **City** the sum of \$50.00 per golfer based on the current year's Minnesota State High School League eligibility list for the term of this agreement. **School District** agrees to provide **City** with whatever information is necessary to determine and ascertain the per-golfer fee. The fees are due and owing by **School District** when billed by the **City** to **School District**.
- D. Within 30 days of the end of each the term, **City** agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of the rent received and the operating and maintenance expenses for the Facilities ("Reconciliation Statement"). If rent collected as a result exceeds the operating and maintenance expenses for the Facilities the term, based upon the Reconciliation Statement, then **City** shall immediately refund to **School District** any overpayment. **School District** shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of the term.

Unless otherwise stated, payment shall be made by **School District** in a way and manner agreed to by and between the parties.

City shall integrate **School District** colors more prominently during planned improvements, but at no additional cost to **City**.

City shall allow **School District** to modify hanging banners at **School District** cost.

SECTION 4

SPECIFIC USES & OVERSIGHT

A. **Specific Uses.** This Facilities 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 Eveleth Municipal Golf Course shall not be used for any track and field or cross-country running events held by the **School District**. The parties shall work together to coordinate **School District's** use of the Facilities with other users of the Facilities, 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.

B. **Regular Oversight and Reporting:** In lieu of an initial program evaluation report and annual budgets, the **School District** agrees to grant the **City** or its designated representatives unfettered access to the Facility during operational hours and, for the purpose of oversight, with the aim of ensuring the Facility's use aligns with the purpose of this agreement. Additionally, the **School District** shall make an annual report to the **City**, outlining the activities actually conducted, and estimate of the number of participants served. This provision of information shall serve as the oversight mechanism, ensuring that the Facilities are utilized in a manner that conforms to the purpose of this agreement.

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 Facilities; or use, or allow to be used, the Facilities 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 Facilities 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 Facilities in a good and safe condition, including the Facilities 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 Facilities and equipment in workable and safe condition appropriate to the use to which the Facilities and equipment will be utilized. **City** agrees that the Facilities shall be suitable and appropriate for interscholastic competition.

City shall also prepare the Facilities prior to every interscholastic game or competition, and on a regular basis, to ensure that the Facilities are 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 Facilities caused by the School District or as a result of School District use or activities.

City shall work with local youth associations and boosters to identify volunteers to improve the appearance of the Facilities for events.

SECTION 7

LIENS

School District shall not permit to be created, nor remain undischarged, any lien, encumbrance, or charge, arising out of any work or claim of any contractor, mechanic, or laborer of school district, or material supplied by a vendor to school district, which might be, or become, a lien, encumbrance, or charge upon the Facilities. If any such lien, notice of lien, encumbrance, or charge is created or filed against the Facilities, **School District**, within five days, after notice of the filing thereof, shall cause the same to be terminated and discharged of record.

SECTION 8

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 Facilities use agreement;

2. Any injury or damages happening on or about the Hippodrome, gold course, or softball facilities as a result of the other's activities and/or programs, or in conjunction with the use of the Facilities and its equipment;
3. Failure to comply with any law, rule, regulation or safety standard of any governmental agency or authority;

The actions of either party, whether by omission or commission, which in any way relate to these Facilities use agreement and the performance of its obligations and duties in conjunction therewith.

SECTION 9

DISPUTE RESOLUTION

Any disputes arising from this agreement or the use of the Facilities that the parties cannot resolve between themselves, shall be submitted to mediation through the Bureau of Mediation Services, and, if unsuccessful, any unresolved disputes shall be brought in Minnesota District Court, venued in Virginia, Minnesota.

SECTION 10

ASSIGNMENT

School District shall not assign its rights under this Facilities 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 11

DEFAULT

In the event of a breach of any terms or conditions of this Agreement by either Party, the non-breaching Party shall provide written notice to the breaching Party, specifying the nature of the breach and the actions required to cure the breach. The breaching Party shall have a period of thirty (30) days from the receipt of such notice to

cure the breach, unless the nature of the breach requires a longer period for cure, in which case the breaching Party shall commence cure within the thirty (30) day period and diligently proceed until the breach is cured.

A. **School District Defaults:** If the **School District** fails to make any payments due under this Agreement on or before the due date or fails to perform any other obligations set forth herein, and such failure continues beyond the cure period, the **City** may, at its option, terminate this Agreement with respect to the affected Facility or Facilities, and pursue any other remedies available under law. The **City's** termination of this Agreement shall not relieve the **School District** of its obligation to pay any sums due to the **City** up to the date of termination or any other obligations accruing prior to the date of termination.

B. **City Defaults:** If the **City** fails to maintain the Facilities in the condition required by this Agreement, or fails to perform any other obligations set forth herein, and such failure continues beyond the cure period, the **School District** may, at its option, (i) procure the necessary services to perform the maintenance or repair and deduct such costs from the next payment(s) due to the **City**, provided such costs are reasonable and documented, or (ii) terminate this Agreement with respect to the affected Facility or Facilities, and pursue any other remedies available under law. The **School District's** termination of this Agreement shall not relieve the **City** of its obligation to refund any sums paid in advance by the **School District** for the period after termination.

C. Remedies Not Exclusive: The remedies provided in this Section for defaults by either Party are not exclusive and are in addition to any other remedies provided by law or in equity.

This agreement is subject to termination if any necessary statutory authority of either party to enter this agreement is terminated.

SECTION 12

WAIVERS

Waiver by either party of any breach of any covenant or duty under this Facilities 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 13

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in or by this Facilities 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 14

GOVERNING LAW AND INTERPRETATION

It is agreed that this Facilities 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 15

REPRESENTATION OF AUTHORITY TO SIGN

Each party represents and warrants that the person(s) signing and executing this Facilities 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 16

PARAGRAPH HEADINGS

The titles to the paragraphs of this Facilities 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.

SECTION 17

STATUTORY TERMINATION

Notwithstanding any other provisions of this Agreement to the contrary, if the Governmental Program is terminated or changed in response to changes in state law in such a manner as to (a) cause this Agreement and the operation of the Facilities to be inconsistent with the changed Governmental Program or (b) to remove the statutory authority for the **City** to operate the Governmental Program, then this Agreement shall be terminated by ninety (90) days written notice to **School District** ("Termination Date"), provided further that any termination pursuant to this Section will be deemed automatically rescinded and of no force or effect if within said ninety (90) day period **School District** conforms its operation to the changed Governmental Program. **School District's** failure to cease operation of the Facilities on the Termination Date shall be a default under this Agreement.

SECTION 18

AMENDMENT, MODIFICATION, AND 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.

IN WITNESS WHEREOF, the parties above named have executed this Facilities 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 _____, 2024

Notary Public

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC SCHOOLS**

By _____
Its _____

By _____
Its _____

Subscribed and sworn to before me
this ____ day of _____, 2024

Notary Public

Facilities Use Contract

This Facilities Use Contract ("Agreement") is made and entered into as of August 1, 2024, by and between Minnesota North College Mesabi Campus ("College") and Rock Ridge School District 2909 ("District").

1. Duration of Agreement

This Agreement shall commence on August 1, 2024, and shall terminate on June 31, 2025.

2. Use of Facilities

ISD 2909 agrees to allow Minnesota North Mesabi College the use of Rock Ridge Turf Baseball Fields ("Facilities") for games and practices. This use includes the press box, lights, and scoreboard.

3. Priority of Use

ISD 2909 school activities shall take precedence over any Minnesota North Mesabi College activities. Minnesota North Mesabi College agrees to coordinate scheduling with the ISD 2909 to ensure no conflicts with ISD 2909 activities.

4. Payment

Minnesota North Mesabi College agrees to pay ISD 2909 a total amount of \$6,000.00 for the use of the Facilities. This amount shall be paid in full at the beginning of the term, no later than August 1, 2024.

5. Insurance

Minnesota North Mesabi College shall provide ISD 2909 with a \$1,000,000 insurance rider naming Rock Ridge School District 2909 as an additional insured. This insurance coverage must be in place for the duration of this Agreement.

6. Damages

Minnesota North Mesabi College agrees to cover any damages to the Facilities caused as a result of teams they may play. Minnesota North Mesabi College will be responsible for the cost of repairs or replacements as needed.

7. Indemnification

Minnesota North Mesabi College agrees to indemnify, defend, and hold harmless ISD 2909, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in any way connected with Minnesota North Mesabi College's use of the Facilities, except to the extent

such claims, liabilities, damages, losses, and expenses are caused by the sole negligence or willful misconduct of ISD 2909

8. Termination

Either party may terminate this Agreement with a 30-day written notice to the other party. In the event of termination, any unused portion of the \$6,000.00 payment will be refunded on a pro-rata basis.

9. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.
- **Amendments:** Any amendment or modification of this Agreement must be in writing and signed by both parties.
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Rock Ridge School District 2909

By: _____
Name: _____
Title: _____
Date: _____

Minnesota North College Mesabi Campus

By: _____
Name: _____
Title: _____
Date: _____

BradyMartz

ISD #2909 Rock Ridge
Attn: Andrea Lintula
Virginia, MN

Dear Ms. Lintula:

We are pleased to submit the following proposal to provide audit services for the ISD #2909 Rock Ridge for the years ending June 30, 2024, 2025 and 2026. This proposal is a reflection of Brady, Martz's philosophy that what matters most is client satisfaction.

RESOURCES YOU CAN DEPEND ON

Our objective is to provide quality and timely services that exceed your expectations. Following are some of the factors that we believe make Brady Martz qualified to provide the quality and scope of services that ISD #2909 needs:

- **Industry Experience:** We know your business and the climate you work in. Brady Martz provides audit services to over 40 Minnesota school districts, many of those requiring single audits. We also perform business manager services for four schools.
- **Staffing Stability:** Brady Martz will maintain continuity and stability within your service team. Our professionals understand your goals and will alert you to opportunities. Your time will not be spent training our staff and we can provide continuity in your team from year to year.
- **Uncompromising Client Service:** Proactive and timely client service is priority number one among shareholders and professionals at Brady Martz. We are structured to ensure clients receive an unusually high amount of shareholder and manager attention and involvement. Many times throughout the year questions arise, we believe you will find it reassuring to be able to call experienced professionals and seek their advice whenever needed. We believe you will find our responsive service is different than with other CPA firms.

DELIVERY SCHEDULE

We propose the following delivery schedule for the June 30, 2024 audit of the school district:

Conduct an initial audit planning conference	Any time after award
Entrance conference	Week of September 30th
Fieldwork	Week of October 7th
Exit conference	End of October
Delivery of preliminary report	November
Delivery of final report	December
Presentation to School Board	December

Fieldwork will be conducted remotely by a manager with 10+ years of schools district audit experience and 2-3 staff members.

INVESTMENT IN SERVICES

We recognize that engaging an auditing firm is an important investment for your District. You can expect your investment in Brady, Martz to add value to your District. Our fees are based on the anticipated time required to complete the engagements and are estimated to be as follows:

	<u>2024</u>	<u>2025</u>	<u>2026</u>
Audit of ISD #2909 Rock Ridge	\$30,000	\$33,000	\$35,000
Additional Time for Building Project	\$2,000		
Single Audit (Per Major Program)	\$4,500	\$4,500	\$4,500
Board Presentation (if required in person)	\$500	\$500	\$500

Preparation of financial statements is included in the cost of the audit.

Assistance with leases and subscription-based IT arrangements will be billed at our standard hourly rate, if applicable.

Services performed outside the scope of our audit and review would be billed at our standard hourly rates. These are usually services done at times other than fieldwork that require a substantial amount of time. Fees for services outside of the audit would be agreed to in writing.

CLOSING COMMENTS

We want to use all of our resources to help you succeed. We believe our commitment to quality and timely service; our locally available range of services and our depth of experience will serve your District well. Most importantly, we will be your resource throughout the year.

As mentioned above, Brady, Martz prides itself on providing individualized attention to the needs of the clients we serve. Our goal is to build long-term client relationships in order to establish a complete understanding of the needs of our clients, the risks that they face, and the ever-changing environment in which they work day in and day out.

If selected to perform the services, Brady, Martz & Associates, P.C. will execute an engagement letter incorporating our proposal.

The person authorized to make representation and to bind the proposal for Brady, Martz & Associates, P.C. is:

Brian Opsahl, Shareholder
401 Demers Avenue, Suite 300
Grand Forks, ND 58201
Phone: (701) 795-7458

We thank you for considering our firm and hope to work with you on this engagement.

Sincerely,

BRADY MARTZ & ASSOCIATES, P.C.

BY: 

Brian Opsahl, CPA



June 13, 2024

Proposal to provide professional
audit services to:

Rock Ridge Public Schools

Prepared by:

Mary Reedy, CPA, CGFM, Principal

Mary.Reedy@claconnect.com

Direct 320-203-5534

[CLAconnect.com](https://claconnect.com)

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





June 13, 2024

Andrea Lintula
Rock Ridge Public Schools
1405 Progress Parkway
Virginia, MN 55792

Dear Ms. Andrea Lintula:

Thank you for inviting us to propose our services to you. We look forward to the opportunity to provide services to the Rock Ridge Public Schools (District). The enclosed proposal responds to your request for audit services beginning June 30, 2024, with an option of two additional years.

Understanding of the work to be performed

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the District's consideration:

- **Industry-specialized insight and resources** – As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist the District with their audit needs. In addition to your experienced local engagement team, the District will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- **OMB Uniform Guidance (UG) experience** – CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- **Strong methodology and responsive timeline** – In forming our overall audit approach, we have carefully reviewed the RFP and considered our experience performing similar work for other municipalities. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. The work plan also minimizes the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- **Communication and proactive leadership** – the District will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at the District and take an active role in addressing them.
- **A focus on providing consistent, dependable service** – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is

organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the District will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

Verification statements

I, Mary Reedy, your engagement principal-in-charge, will serve as the District's primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal. My contact information is as follows:

Mary Reedy
Office: 320-203-5534 / Mobile: 218-232-5577
Email: mary.reedy@claconnect.com

We want to serve you and we have the qualifications to deliver quality, timely work. Throughout this proposal, we take you on a journey outlining how we'll work together and the value you can come to appreciate when we exceed expectations.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in cursive script that reads "Mary Reedy".

Mary Reedy, CPA, CGFM
Principal
320-203-5534
Mary.reedy@claconnect.com

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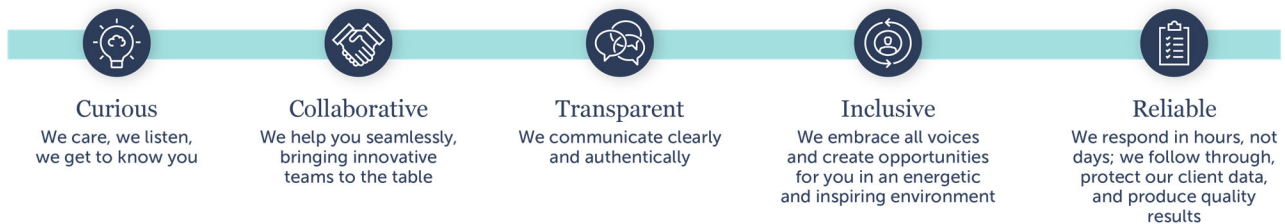


Executive Summary

You deserve to work with people whose values match your own. Our values drive our behavior and lead to service delivery that exceeds expectations and provides you with the [CLA client experience](#).

What does that mean? It means you'll work with a team with the resources to support the whole of your organization. You can count on industry specialized professionals who bring ideas and strategies that are relevant and actionable. Quite simply, you'll encounter value beyond the expected.

We put relationships first. Our family culture is at the center of our success, and we invite different beliefs and perspectives to the table, so we can truly know and help our clients, our communities, and each other. Here's what you can experience.



Your time is valuable: We know how to deliver quality, timely work, and we take care of the details so you can focus on what really matters: the important decisions that drive your success.



Understanding Your Industry

State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of revenue reductions
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



Firm's school district financial audit capacity and experience

CLA has one of the largest governmental audit and consulting practices in the country and brings extensive experience providing a variety of such services to state and local government entities, including charter schools. Our state and local government team serves more than **4,200** governmental engagements nationwide, including **more than 509 charter schools and 346 school districts** as well as numerous cities, counties, municipalities, states and state agencies, and school boards. In addition, we perform single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm.

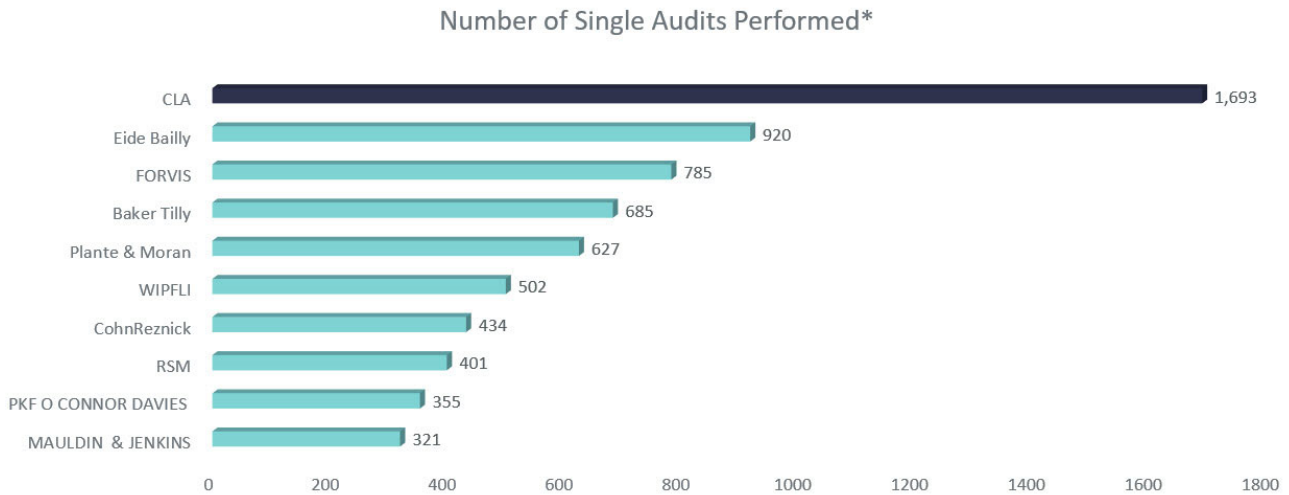
In Minnesota, 56 professionals comprise our state and local government team. These individuals serve governmental entities in Minnesota as well as clients across the country. Additionally, we have access to firm-wide professionals and resources as needed to fulfill the requirements of the contract.



Single audit experience

CLA performs the largest number of single audits in the United States

We audited nearly \$257 billion dollars in federal funds in 2022. The chart below illustrates CLA’s experience in serving organizations that receive federal funds and demonstrates our firm’s dedication to serving the government and nonprofit industry.



**The information for the firms above was pulled from the Federal Audit Clearinghouse for audits with fiscal year ends between January 1, 2022 – December 31, 2022.*

It is more important than ever to find qualified auditors who have significant experience with federal grants specific to the District and can enhance the quality of the District’s single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB’s Uniform Guidance and who can offer both knowledge and quality for the District. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.

Single Audit Resource Center (SARC) Award

CLA received the [Single Audit Resource Center \(SARC\) Award](#) for Excellence in Knowledge, Value, and Overall Client Satisfaction. SARC's award recognizes audit firms that provide an outstanding service to their clients based on feedback received from an independent survey.



The survey queried more than 10,000 nonprofit and government entities about the knowledge of their auditors, the value of their service, and overall satisfaction with their 2021 fiscal year-end audit. The SARC award demonstrates CLA’s dedication to serving the government and nonprofit industry and maintaining the most stringent regulatory requirements in those sectors.



Deep industry connections

CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.

We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA’s State and Local Government Expert Panel
- AICPA’s Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA’s Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- AICPA Single Audit Quality Task Force
- Association of Government Accountants



Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

Insight to strengthen your organization

When you’re ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

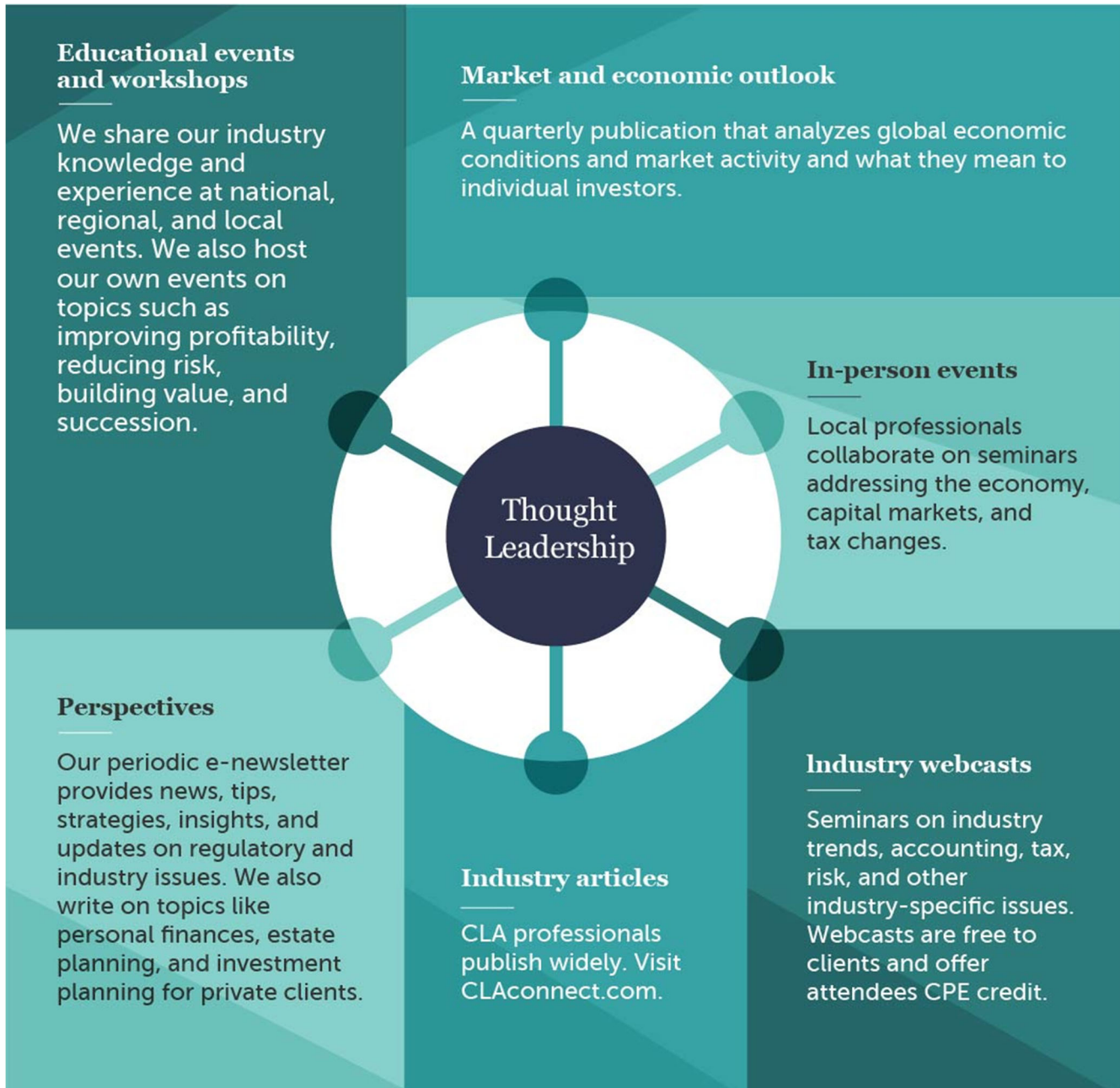
- [National webinars](#) — Access complimentary professional development opportunities for your team.
- [Articles and white papers](#) — Stay current on industry information as issues arise.

Curious: *We care, we listen, we get to know you.*



Thought leadership

CLA goes beyond the numbers and offers value-added strategies. Rest assured, you will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer. You can register for our webcasts and find our extensive resource library on our website, [CLAconnect.com](https://www.claconnect.com).



Support at every turn

With [dedicated services specific to state and local governments](#), you have access to guidance on all aspects of your operations.

- [Affordable Care Act \(ACA\) reporting and compliance](#)
- [Audit](#), review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- [COVID-19 funding support](#)
- [Cybersecurity](#)
- [Enterprise risk management](#)
- [Forensic accounting, auditing, and fraud investigation](#)
- Fraud risk management
- [Grant compliance](#)
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- [Internal audit](#)
- [Outsourced business operations](#)
- [Performance auditing](#)
- [Purchase card \(p-card\) monitoring and analytics](#)
- [Risk assessments](#)
- Strategic, financial, and operational consulting
- [Telecom management services](#)



Independence can easily become impaired when providing consulting services; therefore, we do not provide any services to our audit clients beyond those allowed. If additional work is requested by the District outside of the scope of the audit, we will discuss with you our proposed fee for additional services prior to beginning the new services.



Overall Approach

Easing the transition

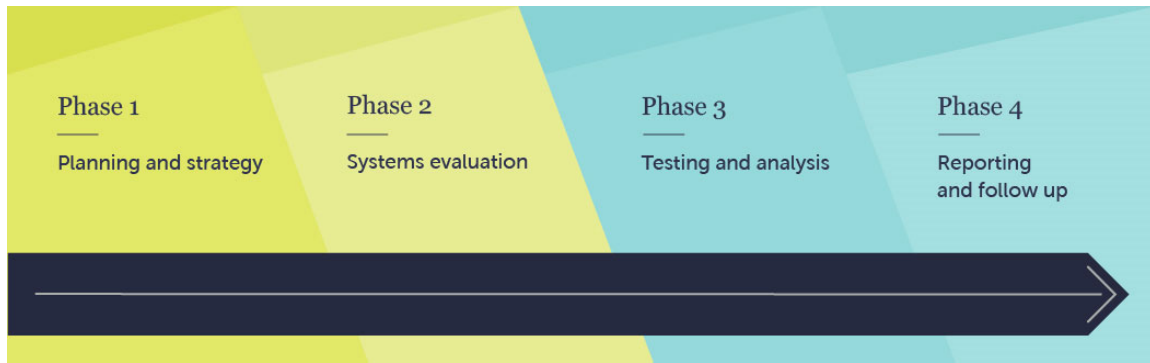
We recognize that a move to a new firm presents an opportunity as well as a challenge. Over our 60-year history, we have transitioned many clients from predecessor auditors. Our seamless transition reduces your team's time and we don't charge for it. We consider it an investment in our relationship.

The CLA seamless assurance advantage (SAA)

SAA is an innovative approach to auditing that utilizes leading technologies, analytics, and audit methods to help solve client problems and create a seamless experience.

 	<h3>A different approach</h3> <p>SAA is unlike any conventional audit process. SAA does not depend on physical location. It reduces the time our professionals spend on site, creates fewer disruptions, enables more efficient use of resources (yours and ours), and allows for more impactful interactions with your people.</p>
<h3>Insights through analytics</h3> <p>CLA uses strategic data analysis to examine whole data sets to gain a deeper understanding of your organization. Insights that were once impossible can now come into focus to help you measure performance, enhance strategic decision making, and understand your competitive opportunities.</p>	 
 	<h3>Effective technology</h3> <p>CLA embraces technologies that help solve client problems and create a seamless experience. Assurance Information Exchange (AIE) is a web-based application developed by CLA to digitally request and obtain audit documents through a secure and efficient online portal.</p>

Specific financial statement audit approach



Phase 1: Planning and strategy

The main objective of the planning phase is to identify significant areas and design efficient audit procedures.

- Conduct an entrance meeting – Mary Reedy and staff will meet with the District personnel to agree on an outline of responsibilities and time frames
 - Establish audit approach and timing schedule
 - Determine assistance to be provided by the District personnel
 - Discuss application of generally accepted accounting principles
 - Address initial audit concerns
 - Establish report parameters and timetables
 - Progress reporting process
 - Establish principal contacts
- Gain an understanding of your operations, including any changes in organization, management style, and internal and external factors influencing the operating environment
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics and Expert Analyzer (TeamMate), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by the District, and establish deadlines

We will document our planning through:

- **Entity profile** — This profile will help us understand the District's activities, organizational structure, services, management, key employees, and regulatory requirements.
- **Preliminary analytical procedures** — These procedures will assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.
- **General risk analysis** — This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations, and other key planning considerations.

- **Account risk analysis** — This document will contain the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- **Prepared by client listing** — This document will contain a listing of schedules and reports to be prepared by the District personnel with due dates for each item.
- **Assurance Information Exchange (AIE)** — CLA uses a secure web-based application to request and obtain documents. This application allows clients to view detailed information, including due dates for all items CLA is requesting. Clients can attach electronic files and add commentary directly on the application.

A key element in planning this audit engagement will be the heavy involvement of principals and managers. We will clearly communicate any issues in a timely manner and will be in constant contact as to what we are finding and where we expect it will lead.

Using the information we have gathered and the risks identified, we will produce an audit program specifically tailored to the School that will detail the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

Phase 2: Systems evaluation

We will gain an understanding of the internal control structure of the District for financial accounting and relevant operations. Next, we will identify control objectives for each type of control material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles, not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether the District has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated prepared by client listing based on our test results and anticipated substantive testing.

During the internal control phase, we will also perform a review of general and application IS controls for applications significant to financial statements to conclude whether IS general controls are properly designed and operating effectively.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then assess the significant computer-related controls.



For IS-related controls we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support findings and will provide recommendations for improvement. For IS controls we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

Phase 3: Testing and analysis

The extent of our substantive testing will be based on results of our internal control tests. Audit sampling will be used only in those situations where it is the most effective method of testing.

After identifying individually significant or unusual items, we will decide the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use TeamMate to efficiently control and select our samples.

Our workpapers during this phase will clearly document our work as outlined in our audit programs. We will provide the District with status reports and be in constant communication with the School to determine that all identified issues are resolved in a timely manner. We will hold a final exit conference with the District to summarize the results of our fieldwork and review significant findings.

Phase 4: Reporting and follow up

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards
- Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by *the Uniform Guidance (if necessary for a single audit)*
- Executive Audit Summary
- Written Communication to Those Charged with Governance, which includes the following areas:
 - Our responsibility under auditing standards generally accepted in the United States of America
 - Changes in significant accounting policies or their application
 - Unusual transactions
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing the audited financial statements
 - Disagreements with the School
 - the District's consultations with other accountants
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit
 - Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, our opinion, the financial statements, and management letter will be issued.

We will make a formal presentation of the audit results to those charged with governance, if requested.

Single audit approach

The OMB's Uniform Guidance (2 CFR Part 200) is effective for federal grants made on or after December 26, 2014. This affects how federal grants are managed and audited and impacts every organization that receives federal assistance. Grant compliance can be a confusing topic and many of our clients rely on their federal funding as a major revenue source, so it is important that they understand what these changes mean to their organization. As a leader in the industry, CLA was out in front of these changes and informed our clients of how to be proactive about these changes could impact their entity. CLA professionals are available to provide guidance and tools tailored to the District's needs, and to assist in compliance with these rules.

The AICPA clarified auditing standard, AU-C 935 "Compliance Audits", requires risk-based concepts to be used in all compliance audits including those performed in accordance with 2 CFR Part 200. Our risk-based approach incorporates this guidance.

We conduct our single audit in three primary phases, as shown, below:



Phase 1: Risk assessment and planning

The risk assessment and planning phase encompasses the overall planning stage of the single audit engagement. During this phase, we work closely with the District's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for testing. We also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards, we can identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the *Uniform Guidance*
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs

- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

Phase 2: Major program testing

We determine the programs to be audited based on the risk assessment performed in the planning phase. We perform the audit of the programs in accordance with *UG*.

To accomplish this, we perform the following:

- Schedule an introductory meeting and notify the District’s management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

Phase 3: Final assessment and reporting

We re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards is received to determine if additional major programs were identified.

Based on the final determination of the programs we perform the following:

- Identify Type A and significant Type B programs which were not previously identified
- Re-assess the risk and determine if we are required to audit additional programs
- Perform compliance testing at the entity wide level related to procurement and cash management requirements
- Perform testing to validate the status of prior year findings for those programs not selected for audit.
- Prepare the Schedule of Findings and Questioned Costs
- Conduct exit conference with the District’s management to review drafts of required reports:
 - Independent Auditors’ Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
 - Independent Auditors’ Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*

Throughout the single audit, we maintain communication through periodic progress meetings with those designated by the District. These meetings will be on a set schedule, but as frequently as the District determines. During these meetings, we discuss progress impediments and findings as they arise.



Commitment to communication with management

As you know, we are committed to ongoing communication throughout the engagement. Continual communication starts when an engagement letter is issued, continues until the completion or closeout of an engagement, and throughout the remainder of the year. We believe effective communication is critical to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the entity or the accounting profession.



During the engagement, we will hold regular status meetings with the District to enhance day-to-day operations, results, and any issues are commonly understood and addressed. The objectives of tracking and formally reporting the engagement status are to:

- Provide a consistent technique for monitoring progress against plan
- Identify any issues quickly to allow for timely corrective action
- Provide an objective rather than subjective evaluation of status
- Provide timely information on a regular basis
- Assist with obtaining buy-in of any audit recommendations on a timely basis

Our proactive measures foster communications, both written and oral, which are ongoing, relevant, and routine to our engagements. Our commitment to this practice encourages open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues, and new developments as part of their daily routine.

Data analytics

In addition to standard auditing methodology, a distinguishing aspect of CLA's audit services incorporates the power of data analytics to multiply the value of the analyses and the results we produce for clients. CLA's data methodology is a six-phase, systematic approach to examining an organization's known risks and identifying unknown risks. Successful data analysis is a dynamic process that continuously evolves throughout the duration of an engagement and requires collaboration of the engagement team.

Data analytics are utilized throughout our audit process, our **Risk Assessment, Data Analytics and Review ("RADAR")** is a specific application of general ledger data analytics that has been implemented on all audit engagements. RADAR is an innovative approach created and used only by CLA that aims to improve and replace traditional preliminary analytics that were being performed.



Consulting and outsourcing

An organization that is strong across functional areas can turn business challenges into opportunity. As human resources compliance issues become increasingly complex, organizations need flexibility to expand and contract to meet rapidly changing business needs.

CLA can help you manage your day-to-day operations so you can focus on what you do best. Whether you need a team to become an extension of yours or simply want resources to lean on, we have the experience to offer relevant guidance and services customized and scaled to your needs — even as those needs change.



Engagement Timeline

Count on clear communication and regular updates.

Proposed work plan

Per our discussions we have designed a plan that meets your needs and key deadlines. In our planning meeting, we will discuss this timeline with you in greater detail and adjust as appropriate.

July/August	Review prior year workpapers Request initial planning documents from the District
September/October	Field audit work begins Usage of portal allows audit team to work remotely with minimal days onsite
November	Draft reports
November/December	Issuance of financial statements
Ongoing	Planning and update meetings

Reliable: Look for us to respond in hours, not days. We strive to deliver service that exceeds your expectations.



Additional Information

Assistance from client

We request that the District provide access to all records required for the audits and other requirements of the contract. In addition, we request that you assign a “project coordinator” through whom we communicate and coordinate activities. We do not foresee needing the District’s staff other than during normal business hours.

To assist in this process, we provide a detailed Prepared by Client list early in the engagement via an online portal. This will act as a checklist for the client and will allow our audit team to work in advance and work remotely on the audit. We ask that your accounting staff provide us with standard schedules, as well as additional requested supporting items. We anticipate that your accounting personnel will need to locate and submit to us certain invoices, vouchers, cancelled checks, and other documents and records. We are extremely flexible as to the format in which we receive this information and will determine, using the latest technology, that your personnel will not be asked to perform any unnecessary or extensively disruptive tasks.

We depend on your staff to provide us with as much information as possible, in an effort to limit everyone’s time on the engagement and, ultimately, to save your organization money.

Participation in quality improvement programs

We work with governmental entities across the country, and our exposure to the circumstances and issues that surround your industry will allow us to serve you with exceptional knowledge and insight. We understand the specific needs and challenges that regulate industries face and have been serving clients similar to the District for decades.

We are actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA’s State and Local Government Expert Panel
- AICPA’s Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA’s
- Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- AICPA Single Audit Quality Task Force
- Association of Government Accountants
- Minnesota Association of School Business Officials (MASBO)



Our involvement in these professional organizations, combined with various other technical services we subscribe to, allows us to be at the forefront of change in the government environment. We take seriously our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations.

Federal or state desk or field reviews

CLA has been subject to several federal and state desk reviews by state oversight agencies during the past three years, and we have resolved all findings. In addition, our government audits are subject to review by each agency’s Office of Inspector General, as well as the U.S. Government Accountability Office, and we have also resolved all findings identified in those reviews.



Firm independence

CLA is independent of the District as required by auditing standards generally accepted in the United States and the U.S. Government Accountability Office's *Government Auditing Standards*. Our firm-wide quality control policies and procedures foster strict compliance with these professional standards. In addition, the individuals assigned to your audit are independent of the District.

Joint venture

We are not a joint venture or alliance of firms. We have the capabilities of providing all services outlined in the proposal, including Information Technology services

License to practice

CLA is duly licensed to practice public accountancy in the state of Minnesota.

Office location assigned to manage the engagement

The District will be served by our industry-specialized government engagement team located in our St. Cloud and Brainerd, MN offices.

Litigation

From time to time, the firm is a defendant in lawsuits involving alleged professional malpractice. In all cases, the firm believes that it has a strong position and intends to defend itself vigorously. Should the ultimate outcome be unfavorable, however, net of the deductible provisions of the firm's malpractice insurance, all cases are expected to be fully covered by insurance and will not have a material impact on the firm or its ability to perform these services.

Moreover, in those cases where claims have been resolved by settlement (the vast majority of our cases), the firm is typically subject to confidentiality agreements that prohibit the disclosure of information regarding those matters. Disclosure by the firm of any details about those matters could invalidate the settlement agreements.

Insurance

CLA carries commercially reasonable amounts of professional liability insurance. If requested, the firm will provide a certificate of coverage for an amount specified by the District upon being engaged.

Continuing education program

To maintain and expand our assurance knowledge, we consistently provide continuing education for our professionals. Each member of our professional team, including principals, attends at least 40 hours of technical training annually. Individuals are required to familiarize themselves with all current changes in standards and procedures. Updated information on recent changes in technical standards and regulations, as well as the firm's professional policies and procedures, is distributed to our team members on a regular basis.

CLA professionals are specifically trained in the industry at a level beyond our competitors.



Your Service Team

The true value in working with our team is developing a personal and professional relationship with leaders who understand your industry, challenges, and opportunities — with the full support of an entire CLA family behind them.

Meet your service team below.

Engagement Team Member	Role	Years' Experience
Mary Reedy, CPA, CGFM	Engagement principal – Mary Reedy will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Mary is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.	19
Mallory Carlson, CPA	Engagement In-Charge – Mallory Carlson will act as the lead in-charge on the engagement. In this role, Mallory will assist the engagement principal with planning the engagement and performing complex audit areas. They will perform a technical review of all work performed and is responsible for the review of annual financial report and all related reports.	9
Elizabeth VanHeel	Senior – Elizabeth VanHeel will be responsible for the day-to-day activities for this engagement, including the supervision of all staff assigned.	5+
Additional staff – We will assign additional staff to your engagement based on your needs and their experience providing services to state and local governments.		

Collaborative: Support from a responsive local team complemented by national resources. We consider the whole of your organization, bringing innovative teams to the table.



References

Our clients say it best. And their independent, authentic perspective is invaluable in learning about the experience you'll have when working with us. We encourage you to connect with our clients to hear it firsthand.

Brainerd Public Schools	
Client Contact	Marci Lord, Business Services Director
Phone Number Email	218-454-6914 marci.lord@isd181.org
Address	8904 Oak Street, Brainerd, MN 56401
Services Provided	Financial statement audit, federal single audit, financial statement drafting

Lake Superior Public Schools	
Client Contact	Tanner Spawn, Business Manager
Phone Number Email	218-834-8201 tspawn@isd381.org
Address	1640 County Hwy 2, Two Harbors, MN 55616
Services Provided	Financial statement audit, federal single audit, financial statement drafting

Aitkin Public Schools	
Client Contact	Heather Hipp, Business Manager
Phone Number Email	218-927-7102 hhipp@isd1.org
Address	306 2 nd St NW, Aitkin, MN 56431
Services Provided	Financial statement audit, federal single audit, financial statement drafting

Transparent: We place honesty and integrity at the center of all communication. We welcome you to start an open and candid conversation with those who know us best.



Pricing

Having upfront conversations builds relationships.

The value we can provide your organization starts with helping you uncover revenue opportunities and put dollars in your pocket. While we are addressing your compliance needs, our insights and strategies also represent a return on your investment.

Based on our understanding of your requirements, we propose the following fees:

Service	Fee
General Audit	\$38,000
5% technology and client support fee	<u>\$1,900</u>
Total	<u>\$39,900</u>

- Fee includes one single audit program. Should additional major programs be necessary, the fee will be \$4,000 for each additional federal program.
- If GASB 87 and GASB 96 were not properly implemented in prior years, the additional work will be billed as out of scope and communicated at the time of the audit.
- **Out of pocket costs will be charged at actual.**



For the additional two years, the above fees would be projected to increase by a rate not to exceed 7% for fiscal years 2025 and 2026, but the actual fees would be negotiated based on the facts and circumstances available at that time, prior to the start of each engagement.

Our fixed-fee quote is designed with an understanding that:

- The District’s personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are not significant changes to the scope, including no significant changes in auditing, accounting, or reporting requirements.

The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

Fee increase

Our fees are based on professional standards and regulations currently in effect and barring any changes in the nature or requirements of the engagement, our annual fees will increase in accordance with the increases in our payroll and overhead costs. In addition, costs could increase due to substantial changes in your office locations, asset size and/or operational structure. If fee increases are expected outside of the ranges provided above, we would discuss with management prior to the completion of the work.

No surprises

Our clients don’t like fee surprises. Neither do we. If changes occur, we will discuss a revised fee proposal with you before beginning any work. For any “out-of-scope” work, we will provide an estimate for your approval.

We’re invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise — we do not bill for routine inquiries or advice.

We are committed to creating a long-standing relationship. If you have concerns about the fee structure, give us a call and let’s discuss.

Transparent: Clear, authentic communication and market-based fees.



Firm Overview

It takes balance. With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.



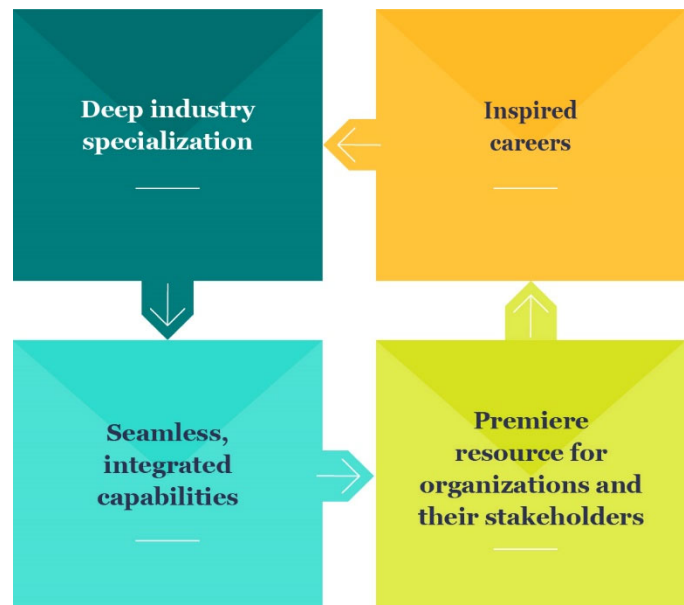
As a professional services firm, we exist to create opportunities ... for you, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. We do this when we live the CLA Promise — a promise to know you and help you.

Opportunities for you

You'll find resources you would expect in the largest firms, with the personal touch of people who live and work in your community.

You'll access leaders and professionals in communities across the country, rather than from one central headquarters. We work together to look at your organization holistically, and then help you address challenges by offering support where you need it, from traditional audit and tax to outsourcing and wealth advisory.

As you navigate opportunities and challenges in a competitive and constantly changing environment, we'll embrace change, learn from it, and design processes to make interactions easier, more transparent, and seamless.



Opportunities for our people

At CLA, people find meaningful work in a fun, compelling, and energizing culture. Our people design their own customized careers through our inspired careers strategic advantage. In 2022 our total headcount was up a record-breaking 11% and we saw an incredible retention rate of 83%. Inspired by their careers, our family members develop client relationships that bring deeper knowledge and help you shine. We're one family, working together to create opportunities.

What's more, CLA is building a [diverse, inclusive, and equitable culture](#) that welcomes different beliefs and perspectives. We want to be representative of the communities we serve and foster an environment of inclusion and belonging, resulting in enhanced value for our clients, our communities, and each other.

Inclusive: *We embrace all voices and create opportunities by removing barriers and helping our people build inspired careers.*

Opportunities for our community

CLA's community impact team unifies the work and missions of our diversity, equity, and inclusion council and the CLA Foundation with a laser focus on advancing education, employment, and entrepreneurship within CLA and throughout our society.

Since 2015, our [CLA Foundation](#) has granted more than \$8 million from nominations made by and funds raised from CLA family members. Each grant recipient's work aligns with the foundation's mission to create career opportunities through education, employment, and entrepreneurship by connecting diverse networks inclusive of all genders and races, veterans, and the disability community.

Read more in CLA's annual [Promise Report](#).

CLA history

With several legacy firms paving the way for CLA (CliftonLarsonAllen LLP) to exist, our rich history of growth is more than 60 years old. CLA as we know it today was formed on January 1, 2012, when two firms joined forces to build a different kind of professional services firm. Why CLA? We offer four distinct advantages: (1) deep industry specialization, (2) seamless integrated capabilities, (3) an uncommon focus on private businesses, governments, nonprofits, and the people who own and lead them, and (4) inspired careers.



Appendix

A. Your service team biographies



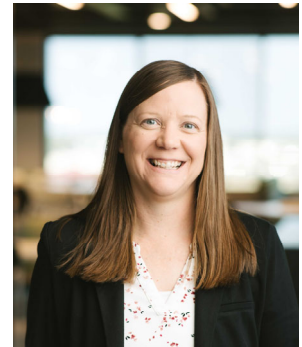


Mary L. Reedy, CPA, CGFM

CLA (CliftonLarsonAllen LLP)

Principal
St. Cloud, Minnesota

320-203-5534
mary.reedy@CLAconnect.com



Profile

Mary is a principal in the public sector group and has been with the firm since 2005. She works exclusively with state and local government clients (including cities, towns, counties, schools, and special districts) and has extensive experience with Uniform Guidance single audits of federal programs.

Technical experience

- State and local government

Education and professional involvement

- Bachelor of science in accounting from Bemidji State University, Bemidji, Minnesota
- American Institute of Certified Public Accountants
- Minnesota Municipal Clerks and Finance Officers Association
- Minnesota Society of Certified Public Accountants
- Certified Public Accountant
- Certified Government Financial Manager
- Minnesota Association of School Business Officials conference (speaker)
- MN School Districts internal training
- CLA Local Government Training Academy (Speaker)



Key relevant clients

- Northwest Passage High School
- Ashby Public Schools
- Owatonna Public Schools
- Battle Lake Public Schools
- Brainerd Public Schools
- Brandon-Evansville Public Schools
- Park Rapids Public Schools
- Osakis Public Schools
- Lake Superior Public Schools
- Monticello Public Schools
- North Branch Public Schools
- West Central Area Schools
- Pine River-Backus Public Schools
- Glacial Hills Elementary Schools
- Glencoe-Silver Lake Public Schools
- Aitkin Public Schools
- Minnewaska Area Schools
- Underwood Public Schools
- International Falls Public Schools
- TrekNorth Junior and Senior High School
- Housing & Redevelopment Authorities: Brainerd, Crosby, Owatonna, Austin, Crow Wing, Eau Claire, Chippewa County
- Fire Reliefs: Alexandria, Ironton, Onamia, Walker, Pine River, Backus, Ideal, Longville, Nisswa, and Sauk Centre
- Sewer Districts: Garrison and Serpent Lake
- Utilities: Aitkin, Brainerd, Glencoe, Sauk Centre, and Madelia
- Cities: Brainerd, Crosby, Garrison, Crosslake, Onamia, Ortonville, Rice Lake, Aitkin, Owatonna, Brandon

[CLAconnect.com](https://www.claconnect.com)

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://www.claglobal.com/disclaimer).
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





Mallory Carlson, CPA

CLA (CliftonLarsonAllen LLP)

Senior Associate
St. Cloud, Minnesota

320-203-5562
mallory.carlson@CLAconnect.com



Profile

Mallory is a senior in the State and Local Government Group of CLA. She has been with CLA since 2015 and works exclusively with governmental clients (including: cities, schools, counties, housing authorities, townships, and municipal utilities) and has extensive experience with single audits of federal grant programs. A sampling of her governmental clients include:

- Benton County
- Brainerd Housing and Redevelopment Authority
- City of Barnesville
- City of Brainerd
- City of Buffalo
- City of Kimball
- City of Onamia
- City of Ortonville
- City of Rice Lake
- Crow Wing County
- Glencoe Light & Power
- Lincoln County
- Swift County
- Western Lake Sanitary Sewer District
- School Districts: Monticello, North Branch, Aitkin, Lake Superior, Park Rapids, Pine River-Backus, Waconia

Technical experience

- State and local government

Education and professional involvement

- Bachelor of arts, accounting and psychology, Concordia College, Minnesota
- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants



Continuing professional education

Mallory in full compliance with continuing education requirements established by Government Auditing Standards (attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours over the three-year period). Detailed CPE listing is available upon request. Relevant CPE areas include:

- Single audit training
- CLA annual government training academy
- Annual audit and accounting updates
- Minnesota school district internal training

[CLAcconnect.com](https://www.clacommunity.com)

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



B. Quality control procedures and peer review report



In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

- In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:
- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.



Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
Charlotte, North Carolina
November 18, 2022



Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2026 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-010
Due: July 31, 2024

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2023, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2024. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information


Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
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Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2026 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2026 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11. **Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).**
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2023]).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2023]). **The district’s ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.**

Certification of Statement of Assurances

Signature – Must be signed by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
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 Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413		Projects Only		ED - 02478-10
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Stated.				
District Info. (REQUIRED) Enter Information				
District Name:	Rock Ridge Public Schools			
District Number:	2909-01			
District Contact Name:	Andrea Lintula			
Contact Phone #	218-742-3902			
Expenditure Categories				
		2032	2033	2034
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.				
Finance Code	Category (1)			
347	Physical Hazards	\$19,487	\$21,436	\$23,579
349	Other Hazardous Materials	\$0	\$0	\$0
352	Environmental Health and Safety Management	\$29,231	\$32,154	\$35,369
358	Asbestos Removal and Encapsulation	\$5,000	\$5,000	\$5,000
363	Fire Safety	\$30,275	\$30,275	\$30,275
366	Indoor Air Quality	\$13,641	\$15,005	\$16,506
Total Health and Safety Capital Projects		\$97,634	\$103,870	\$110,729
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - Additional Revenue				
Finance Code	Category (2)			
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151				
Finance Code	Category 3 (a)			
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0
Remodeling for Gender-Neutral Single-User Restrooms				
Finance/Course Codes	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025			
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	\$0	\$0	\$0
Total Remodeling for Gender-Neutral Single User Projects		\$0	\$0	\$0
Accessibility				
Finance Code	Category (4)			
367	Accessibility	\$0	\$0	\$0
Total Accessibility Projects		\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects				
Finance Code	Category (5)			
368	Building Envelope	\$50,000	\$50,000	\$50,000
369	Building Hardware and Equipment	\$50,000	\$50,000	\$50,000
370	Electrical	\$26,573	\$29,231	\$32,154
379	Interior Surfaces	\$0	\$0	\$0
380	Mechanical Systems	\$5,000	\$5,000	\$5,000
381	Plumbing	\$8,858	\$9,744	\$10,718
382	Professional Services and Salary	\$0	\$0	\$0
383	Roof Systems	\$200,000	\$200,000	\$0
384	Site Projects	\$0	\$0	\$50,000
Total Deferred Capital Expense and Maintenance		\$340,431	\$343,974	\$197,872
Total Annual 10-Year Plan Expenditures		\$438,065	\$447,844	\$308,601
Fund Balance Section				
Fund 01				
	Beginning Fund Balance 01-467-XX	\$3,178,342	\$3,290,976	\$3,418,862
	LTFM Fiscal Year Revenue - Levy	\$265,974	\$278,061	\$290,145
	LTFM Fiscal Year Revenue - AID if Applicable	\$284,725	\$297,669	\$310,617
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$438,065	\$447,844	\$308,601
Ending Fiscal Year Fund Balance 01-467-XX		\$3,290,976	\$3,418,862	\$3,711,023
Fund 06				
	Beginning Fund Balance 06-467-XX	\$0	\$0	\$0
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0
	Other Transfers	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0
Ending Fiscal Year Fund Balance 06-467-XX		\$0	\$0	\$0

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/09/2024									
2909 <= Type in School District Number													
ROCK RIDGE PUBLIC SCHOOLS													
				Change only									
				if requiring levy	Payable 2024								
<i>Calculations for Ten Year Projection</i>				adjustments	LLC Certification	Current Estimate							
	Pay 24												
	LLC#	FY2024	FY2025	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034
1		Type your district number in cell A2 (Minneapolis = 1.2)											
2		Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b											
3		Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33											
4		Look-up data from following tabs											
5		Initial Formula Revenue											
6	Current year APU	57	2,548.40	2,559.01	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)												
6b	Total Adjusted Pupil Units = (6) + (6a)			2,559.01	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56
7	District average building age (uncapped)	401	80.32	49.95	50.95	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402		1.00000	1.00000	0.48571	0.51429	0.54286	0.57143	0.60000	0.62857	0.65714	0.68571
10	Initial revenue = (6) * (8) * (9)	403	968,392	972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762
11	Added revenue for Eligible H&S Projects > \$100,000 / site												
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701											
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754											
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	700											
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	753											
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab												
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue												
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765											
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	405											
19	Total additional revenue for eligible H&S projects > \$100,000 / site (12) - (13) + (14) - (15) + (17) + (18)	406											
	Added revenue for Pre-K remodeling (for VPK approvals only)												
20a	Net debt service for bonds approved for Pre-K remodeling	766											
20b	Pay as you go for projects approved for Pre-K remodeling	407											
20c	Total Pre-K revenue												
20d	Total New Law Revenue (10) + (19) + (20c)	408		972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/09/2024												
2909 <= Type in School District Number																
ROCK RIDGE PUBLIC SCHOOLS																
				Change only if requiring levy adjustments	Payable 2024 LLC Certification	Current Estimate										
<i>Calculations for Ten Year Projection</i>				Pay 24 LLC#	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Old Formula revenue																
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	409														
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	700														
23	Debt Excess allocated to line 22															
24	Old formula alt facilities debt revenue (1A) - debt excess	763														
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	764														
26	Old formula alt facilities pay as you go revenue (1A)	410														
26b (18)	Pay-as-you-go revenue for H&S projects over \$100,000 per site	411														
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	413														
27a	LTFM "H&S >100K per site" bonds	765														
27b	LTFM "other" bonds for 1A hold harmless	767														
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))	416			163,777	147,556	71,670	75,886	80,102	84,317	88,533	92,749	96,965	101,181		
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		163,098	163,777	147,556	71,670	75,886	80,102	84,317	88,533	92,749	96,965	101,181		
30	Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]	418		968,392	972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419														
32	District LTFM Revenue (30) - (31)	420		968,392	972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421														
34	Grand Total LTFM Revenue (32) + (33)	422		968,392	972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
Aid and Levy Shares of Total Revenue																
35	For ANTC & APU, three year prior date			2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031		
36	Three year prior Ag Modified ANTC	35		16,277,264	16,277,264	18,803,143	19,555,269	20,337,479	21,150,979	21,997,018	22,876,898	23,791,974	24,743,653	25,733,399		
37	Three year prior Adjusted PU (New Weights)	54		2,684.82	2,684.82	2,617.27	2,563.49	2,559.01	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56	2,305.56		
38	ANTC / APU = (36) / (37)	424		6,062.70	6,062.71	7,184.26	7,628.37	7,947.39	9,173.92	9,540.88	9,922.51	10,319.41	10,732.19	11,161.48		
39	State average ANTC / APU with ag value adjustment	425		12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00		
40	Equalizing Factor = 123% of (39)	426		15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47		
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		40.30%	40.30%	42.89%	43.65%	43.51%	48.30%	48.30%	48.30%	48.30%	48.30%	48.30%		
42	State (aid) share of Equalized Revenue (1 - (41))	428		59.70%	59.70%	57.11%	56.35%	56.49%	51.70%	51.70%	51.70%	51.70%	51.70%	51.70%		
43	Equalized Revenue (lesser of (34) or (6) * (8))	423		968,392	972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
44	Initial LTFM State Aid (42) * (43)	429		578,109	580,512	500,313	239,776	254,511	245,902	258,848	271,784	284,725	297,669	310,617		
45	Old formula Grandfathered Alternative Facilities Aid	431														
46	Total LTFM State Aid (Greater of (44) or (45))	432		578,109	580,512	500,313	239,776	254,511	245,902	258,848	271,784	284,725	297,669	310,617		
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	435		390,283	391,913	375,798	185,764	196,060	229,701	241,786	253,882	265,974	278,061	290,145		
Debt Service Portion of Revenue (non-grandfather districts)																
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+765+766														
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767														
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05															
51	Total Debt Service Revenue = (49) + (50) + (50b)	768														
52	Equalized debt Service Revenue (lesser of (43) or (51))	436														
53	Debt Service Aid = (52) * (42)	438														
54	Equalized Debt Service Levy = (52) - (53)	439														
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	440														
General Fund Portion of Revenue (non-grandfather districts)																
56	Total General Fund Revenue = (34) - (51)	441			972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
58	General Fund Equalized Revenue = (43) - (52)	442			972,425	876,111	425,540	450,571	475,603	500,635	525,667	550,698	575,730	600,762		
59	Total General Fund Aid = (46) - (53)	443			580,512	500,313	239,776	254,511	245,902	258,848	271,784	284,725	297,669	310,617		
60	General Fund Equalized Levy = (58) * (41)	444			391,913	375,798	185,764	196,060	229,701	241,786	253,882	265,974	278,061	290,145		
61	General Fund Unequalized Levy = (57) - (58)	445			0	0	-	-	-	-	-	-	-	-		
62	Total General Fund Levy = (60) + (61)	446			391,913	375,798	185,764	196,060	229,701	241,786	253,882	265,974	278,061	290,145		

AGREEMENT

BETWEEN

**ROCK RIDGE PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 2909**

AND

THE ROCK RIDGE PRINCIPALS ASSOCIATION

~~2021-2023~~ 2023-2025

Board Approved

_____, 2024

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ARTICLE I

Purpose

Section 1. Parties: This Agreement entered into between the School Board of Independent School District No. 2909, hereinafter referred to as the Board and the Rock Ridge Principals Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act, to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the P.E.L.R.A., the Board recognized the Association as the exclusive representative of principals employed by the Board, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE III

Definitions

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the School District, and the parties intend that the definitions shall be consistent with those provided in P.E.L.R.A.

Section 2. Principals: Shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be certified by the State Department of Education, but shall not include Superintendent, Assistant Superintendent, Business Manager, or teachers who devote less than 50% of their time to administrative or supervisory duties, supervisory employees, part-time employees whose services do not exceed 14 teaching hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Spouse: For the purpose of administering this Agreement, the term "Spouse" shall mean anyone properly and rightfully married under the laws of the state of Minnesota.

ARTICLE IV

School Board Rights

Section 1. Inherent Managerial Rights: The Association recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules, and Regulations: The Association recognizes that employees covered by this Agreement shall perform the services prescribed by the Board and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by reasonable Board rules, regulations, directives, and orders issued by properly designated officials of the School District. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for students of the School District.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

Principal Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one.

Section 2. Individual Personnel File: The individual personnel file of each principal will be made available upon the principal's request and the principal, if he/she desires, will be accorded the privilege of placing any statement or document in that file.

Section 3. Principal's Association Security: The Association shall be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, paying the cost usually charged by the Board for such use. Principals shall have the right to post notices of Association activities and matters of professional importance to the principals.

Section 4. Official Business of Exclusive Representative: The Board will afford reasonable time off with pay to elected officers or appointed representative of the Association for the purpose of conducting the duties of the Association and will, upon request, provide for leaves of absence with pay to elected or appointed officials of the Association at the discretion of the Superintendent.

Section 5. Severability of Provisions: Nothing in this Agreement shall constitute a waiver of any statutory right of any principal under MS 122A.40, as amended.

ARTICLE VI

Basic Schedules and Rates of Pay

Section 1. ~~2021-2023~~ **2023-2025** Salary Schedule: Schedule A ~~and Schedule B~~ are included herein and by this reference made a part hereof.

Section 2. The amount of experience credit granted any new principal or assistant principal shall be determined by mutual agreement of the Board and the new appointee.

Section 3. Retention Pay: Schedule C is included herein and by this reference made a part hereof.

Section 4. Schedule of Payments: The annual salary will be paid in twenty-four equal checks. The district reserves the right to use electronic deposits, pay stubs, as well as yearly w-2s.

Subd. 1. Principals shall be paid in twenty-four checks. The contract year will be July 1 through June 30. The starting dates for building principals will be assigned by the district.

Section 5. Principals who announce their retirement by February 15th of the school year they are retiring will receive \$500.

Section 6. Principals who hold their doctoral degree germane to the field of educational leadership will receive a stipend of \$1,500.

ARTICLE VII

Termination of Employment Due to Discontinuance of Position

Seniority will be in accordance with State Statute 122A.40, subd. 11. Termination of principals will also be in accordance with State Statute 122A.40.

ARTICLE VIII

Group Insurance

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the district.

Section 2. Health and Hospitalization:

Subd. 1. Single Coverage: The School Board shall contribute 95% minus \$20 per month toward the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 2. Family Coverage: The School Board shall contribute 90% minus \$25 per month toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Section 3. Dental Plan: The district shall contribute the premiums for family coverage of a dental plan.

Section 4. Life Insurance: The district will furnish a fully paid term life insurance policy in the amount of \$100,000 for full-time principals. Upon retirement, each full time principal shall be afforded the opportunity to continue to purchase at his/her cost \$100,000 of term life insurance until age 65. The full time principal must have been employed at least ten years with the Rock Ridge School District (this would include the former Virginia School District and the former Eveleth-Gilbert School District)

Section 5. Long-Term Insurance: Long-term (income protection) insurance is provided by the School Board for principals.

Section 6. Tax Sheltered Annuities: Tax sheltered annuities are provided for all principals who wish to purchase them.

Section 7. Personal Losses: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property, hospital, medical, dental or optical expenses or loss of income incurred in excess of the loss covered by insurance as a result of carrying out district policies or normal administrative duties.

Section 8. Personal Losses Reimbursement: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property for the deductible amount on principal's property insurance not to exceed \$500.00.

Section 9. Fringe benefits are not available to substitute principals.

Section 10. Change in Status: A change in status by a principal must be requested before September 15th of the contract year or two months prior to the new group contract year.

Section 11. Health Insurance Upon Retirement:

Subd 1. Upon retirement from the School District, principals shall be allowed to purchase at their own expense, the medical and health insurance plan provided to active members.

Subd 2. When an eligible principal and/or spouse reach Medicare eligibility, they will be required to participate in Medicare Parts A & B. Those choosing not to participate in Medicare Parts A & B will not receive the School District health insurance contribution.

Section 12. Dues: The School District will pay the dues to the appropriate national, state, and division association, either Elementary or Secondary.

Section 13. Liability Insurance: The school district shall provide, at school district expense, liability insurance naming the principal as an insured, along with the school district, in an amount no less than that which is required by law.

ARTICLE IX

Health Care Savings Plan & 403(b)

Section 1. Health Care Savings Plan: The district will contribute the following amount into each principal's Minnesota State Retirement System's Health Care Savings Plan.

Lifetime Employer Paid Contribution not to exceed \$46,000.

Years of Service	Annual contribution
1 - 4	\$ 700
5 - 9	\$1,200
10 - 14	\$1,700
15 - 19	\$2,200
20 - 25	\$2,700
26	\$3,200

All current employees, employed full time, shall be placed on the grid above based upon their years of employment as governed by this agreement. Current and new employees shall be eligible to be placed on the above MSRS HCSP grid starting in their fourth year of employment. However, during that fourth year of employment they will receive their scheduled amount according to the grid plus an amount equal to the amount they would have received in years 1-3.

District contributions shall be made on May 1st (or the last business day preceding May 1st if it falls on a weekend) each year.

Section 2. Retirement Benefit Plan: The School District will match employee contribution up to ~~\$2,675~~ \$4175 per year in any approved State 403(b) plan offered in the District.

ARTICLE X

Leaves of Absence

Section 1. Sick Leave:

Subd. 1: A principal shall earn sick leave at the rate of 20 days for each year of service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year. In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, stepparent, or those who live in the household for reasonable periods of time as the employee's attendance may be necessary.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 140 days of sick leave per principal; the Board may extend sick leave credit for a longer period of time if deemed necessary.

Subd. 3: Sick leave with pay shall be allowed by the School Board whenever a principal's absence is found to have been due to personal illness or illness in the immediate family which prevented his/her attendance at school and performance of duties on that day or days. Immediate family will would include child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, stepparent, niece, nephew or those who live in the household

Subd. 4: The School Board may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5: In the event that a medical certificate will be required the principal will be so advised.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Section 2. Worker's Compensation:

Subd. 1: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant of the Workers' Compensation Act by the employee and the employee's earned accrual of sick leave.

Subd. 2: A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit their workers' compensation check,

endorsed to the School District, prior to receiving payment from the School District for this absence.

Section 3. Bereavement

Subd.1: Up to three days of leave shall be allowed for death in the full-time principal's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. "Immediate family" is defined as: child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, or those who live in the household. For the purpose of bereavement, a child and grandchild includes a step child/grandchild, biological, adopted and foster. A parent and grandparent shall include a step parent/grandparent.

Section 4. Personal Leave:

Subd. 1. A full-time principal may be granted a leave at the discretion of the School District of no more than ~~four~~ **five** days per year for situations that arise requiring the principal's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. At no time shall more than one principal be granted personal leave, except with the permission of the superintendent.

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A principal making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a principal may utilize sick leave pursuant to the sick leave provisions of the agreement during the period of physical disability. However, a principal shall not be eligible for sick leave during the period of time covered by the child care leave. An expecting principal will provide a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. A principal returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the principal mutually agree to an extension in the leave.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 6. Civic Leave:

Subd.1. Principals who hold important offices in local civic, fraternal, or non-profit organizations may be allowed to attend such organization conferences, conventions, or important meetings without salary deductions for a period not to exceed two days in one year. Permission must be granted from the Superintendent in advance when absence from school is necessary. Time off will be made up over vacation periods.

Section 7.

Subd. 1. National Convention: The Superintendent may grant permission for principals to attend a national convention annually. The actual cost of attending a national convention will be paid by the District.

ARTICLE XI

Length of the School Year

Section 1. Principal Duty Days: Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each even-numbered school year, establish the number of school days and teacher duty days for the next school year, and the principal shall perform services on those days as determined by the Board, including those legal holidays on which the Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Subd. 1. Principal duty year is normally 46 weeks. **High School Principal year is 48 weeks.** A change in the duty year will require a mutual agreement with the principal and school board.

Section 2. Emergency Closings: In the event of a contract day lost for any emergency, the Board may establish another day in lieu thereof when a principal shall perform his/her regular duties.

Section 3. Work Stoppage: The principals covered by this Agreement, in the event of a strike or work stoppage by other groups of District employees, will consider themselves to be on duty for the purpose of carrying out Board policy and insuring the safety of

personnel and property. In no event will the compensation for principals be halted or suspended due to strike or work stoppage of other District employees. In the event of lengthening the school year, principals will be compensated for additional time at their current contract rate.

ARTICLE XII

Professional Growth

Section 1. To provide principals an opportunity for professional growth, the beginning of the college summer session in June to the end of June may be used by principals no more than twice every six years for professional growth with the approval of the Superintendent. This would amount to rescheduling the principal's work schedule to work during those days normally considered days off (MEA/FT, Christmas, Easter, etc.).

Subd. 1. All professional growth time by principals must be consistent with the position assignment of the principal and within the needs of the School District as determined by the Superintendent.

Subd. 2. The District shall reimburse the licensed principal for tuition and books for up to a maximum of 9 credits/year.

ARTICLE XIII

Grievance Procedure

Section 1. If a principal or a group of principals believe there has been a violation or misinterpretation of this Agreement, he/she shall discuss the matter verbally with the Superintendent in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting, the complaint or controversy shall be submitted in writing and processed through this grievance procedure. Alleged violations must be presented promptly and within ten (10) working days after the grievant acquired or should reasonably have acquired knowledge of the alleged violation. Failure to process the complaint to the grievance process within five working days after the informal verbal discussion eliminates this complaint from the use of the grievance procedure.

Step I - The written grievance signed by the principal(s) involved and the ~~Virginia Principals Association~~ **Rock Ridge Principals Association** representative shall be presented to the superintendent, who shall, within ten working days, meet with the principal(s) and his/her representative and give a written answer to the grievance.

Failure to meet the ten day limitation automatically settles the grievance in favor of the grievant. The grievant has ~~five~~ **ten** working days to appeal the grievance to the next step.

~~Step II - If the grievance has not been resolved in Step I, it is then processed to Step II by presenting it to the superintendent of schools, who shall within ten working days set up a meeting, discuss the problem with the principal and the~~

~~Association representative and submit his written answer to the Association representative. The grievant has five (5) working days in which to appeal to the next step. Failure to meet these time limitations automatically settles the complaint on the basis of the last answer.~~

~~Step III - If the grievance is not resolved, the Association representative shall present the grievance to the School Board (Clerk) for consideration at that level. The Board shall, at its next scheduled meeting or within fifteen calendar days, meet with the Association representative and the grievant to discuss the matter and attempt to reach a satisfactory settlement. The Board shall have a maximum of fifteen calendar days in which to answer the grievance. If the matter is not resolved at this step, it is then processed to arbitration within five working days of receipt of the Board's answer. At this point, either party may request the Bureau of Mediation Services to review the grievance. The function of the Bureau of Mediation Services is limited to making recommendations.~~

Step II - If the grievance is not resolved at Step I, it is then processed to mediation within ten working days of receipt of the Superintendent's answer. At this point, either party may request the Bureau of Mediation Services to review the grievance. The function of the Bureau of Mediation Services is limited to making recommendations.

~~Step IV~~ Step III - If no solution to the grievance has been agreed upon through the above process, the parties shall meet within five working days in an attempt to pick an impartial arbitrator to hear the grievance. If the parties are unable to agree upon an arbitrator, they shall request a list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until only one name remains. The remaining person shall be the arbitrator to hear and decide the grievance. If unable to agree as to whom shall strike the first name, the questions shall be decided by a flip of a coin. The parties shall share equally the costs of the arbitrator's fee and necessary expenses.

The decision of the arbitrator shall be final and binding upon the parties and shall be limited to the written grievance only. The arbitrator shall submit his/her written decision to the parties within ten calendar days and he shall have no power to add to, delete from, or modify the Agreement in any way.

ARTICLE XIV

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on ~~July 1, 2021, and ending June 30, 2023~~ **July 1, 2023, and ending June 30, 2025** and thereafter until mutually amended.

Section 2. Effect: This agreement constitutes the full and complete Agreement between the Board and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

In witness whereof the parties have executed this Agreement as follows:

For the Rock Ridge Principals

District 2909

For Independent School

Association

Chief Principals' Negotiator

Dated this ____ day of _____, 2024

Chief Board Negotiator

Dated this ___ day of _____, 2024

SCHEDULE A

Principal's Salary for July 1, 2021– June 30, 2022

<i>Weeks Worked</i>	<i>Salary</i>
42	\$106,073
44	\$111,124
46	\$116,175
48	\$121,226

Principal's Salary for July 1, 2022– June 30, 2023

<i>Weeks Worked</i>	<i>Salary</i>
42	\$108,195
44	\$113,347
46	\$118,499
48	\$123,651

2023-24 Salary for Jul 1, 2023 - Jun 30, 2024

2024-25 Salary for Jul 1, 2024 - Jun 30, 2025

Assistant Principal				
2023-24	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$94,808.42	\$99,704.01	\$104,599.60	\$109,495.19
I	\$96,808.42	\$101,704.01	\$106,599.60	\$111,495.19
II	\$98,808.42	\$103,704.01	\$108,599.60	\$113,495.19
III	\$100,808.42	\$105,704.01	\$110,599.60	\$115,495.19
IV	\$102,808.42	\$107,704.01	\$112,599.60	\$117,495.19

2024-25	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$98,126.71	\$103,193.65	\$108,260.59	\$113,327.52
I	\$100,196.71	\$105,263.65	\$110,330.59	\$115,397.52
II	\$102,266.71	\$107,333.65	\$112,400.59	\$117,467.52
III	\$104,336.71	\$109,403.65	\$114,470.59	\$119,537.52
IV	\$106,406.71	\$111,473.65	\$116,540.59	\$121,607.52

Elementary Principal				
2023-24	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$103,440.85	\$108,747.41	\$114,053.97	\$119,360.53
I	\$105,440.85	\$110,747.41	\$116,053.97	\$121,360.53
II	\$107,440.85	\$112,747.41	\$118,053.97	\$123,360.53
III	\$109,440.85	\$114,747.41	\$120,053.97	\$125,360.53
IV	\$111,440.85	\$116,747.41	\$122,053.97	\$127,360.53

2024-25	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$107,061.28	\$112,553.57	\$118,045.86	\$123,538.15
I	\$109,131.28	\$114,623.57	\$120,115.86	\$125,608.15
II	\$111,201.28	\$116,693.57	\$122,185.86	\$127,678.15
III	\$113,271.28	\$118,763.57	\$124,255.86	\$129,748.15
IV	\$115,341.28	\$120,833.57	\$126,325.86	\$131,818.15

High School Principal				
2023-24	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$108,440.85	\$113,747.41	\$119,053.97	\$124,360.53
I	\$110,440.85	\$115,747.41	\$121,053.97	\$126,360.53
II	\$112,440.85	\$117,747.41	\$123,053.97	\$128,360.53
III	\$114,440.85	\$119,747.41	\$125,053.97	\$130,360.53
IV	\$116,440.85	\$121,747.41	\$127,053.97	\$132,360.53

2024-25	42 Weeks	44 Weeks	46 Weeks	48 Weeks
0	\$112,061.28	\$117,553.57	\$123,045.86	\$128,538.15
I	\$114,131.28	\$119,623.57	\$125,115.86	\$130,608.15
II	\$116,201.28	\$121,693.57	\$127,185.86	\$132,678.15
III	\$118,271.28	\$123,763.57	\$129,255.86	\$134,748.15
IV	\$120,341.28	\$125,833.57	\$131,325.86	\$136,818.15

SCHEDULE B

Assistant Principal's Salary for July 1, 2021—June 30, 2022

<u>Weeks Worked</u>	<u>Salary</u>
42	\$97,655
44	\$102,305
46	\$107,176
48	\$111,836

Assistant Principal's Salary for July 1, 2022—June 30, 2023

<u>Weeks Worked</u>	<u>Salary</u>
42	\$99,814
44	\$104,567
46	\$109,320
48	\$114,073

SCHEDULE C

Retention Pay

Credit for each year of service will be made upon the successful completion of a school year and payment will be made starting at the beginning of the next school year.

- After completion of year one in district = \$100*
- After completion of year two in district = \$200*
- After completion of year three in district = \$300*
- After completion of year four in district = \$400*
- After completion of year five in district = \$500*
- After completion of year six in district = \$600*

After completion of year seven in district = \$700
After completion of year eight in district = \$800
After completion of year nine in district = \$900
After completion of year ten (or more) in district = \$1,000



CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the ROCK RIDGE PUBLIC SCHOOLS ISD#2909, a school district in the State of Minnesota, hereinafter referred to as "RR".

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the Superintendent of RR. This scope of service will include:

- Representation at the Minnesota Legislature and before its committees;
- Representation before the Administration of State government, the Office of Governor and additionally all constitutional offices along with departments, boards, and commissions;
- Assistance to promote the mission of RR in Northeastern Minnesota;
- Assistance with the RR construction project.

2. **Compensation to Consultant:** In consideration of the services to be performed by consultant pursuant to this Agreement, RR agrees to make payment to Consultant at the rate of \$ 3,500 per month retainer. Consultant shall bill RR not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of RR according to its internal approval process following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by consultant pursuant to this Agreement shall be performed by Jeff Anderson and Gary Cerkvenik personally, unless RR has given advance approval for services to be performed by another representative of consultant. All services provided shall be performed to the satisfaction of RR, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

All items of work to be performed by the consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, RR. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in consultant's final work product or services.

RR shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of RR. Such approval shall be a modification of this Agreement. Consultant shall notify RR in writing before it begins any work which will be the basis for a claim for extra compensation. If such notification is not given or is not approved by RR in writing before consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by consultant except as approved in advance by RR.

4. **Ownership of Work Product:** All data gathered, prepared, or recorded by consultant pursuant to the terms of this Agreement shall be the property of RR. Upon request of any duly authorized agent of RR, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to RR.

5. **Term:** The term of this Agreement shall be from March 1, 2025 through December 31, 2026.

6. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and RR. Consultant is an independent contractor and neither it, its employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of RR. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of consultant.

7. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of RR.

8. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

9. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of

its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

10. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between RR and Consultant relating to the subject matter hereof.

11. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of RR and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, CPS and Consultant have executed this Agreement as of this ____ day of _____, 2024.

ROCK RIDGE PUBLIC SCHOOLS

COSTIN GROUP MINNESOTA, INC.

By: _____
Its Superintendent

By: _____
Its President

2024 Rock Ridge Education Fund

\$7,277.00 available

Grant Requests

- | | |
|---|-----------------|
| 1. Laurentian Elementary School. Angie Williams, Principal. | |
| a. KAWAI CA501 Digital Piano Satin Black. | \$3,999.00 |
| b. Paul L Jansen Full drop upright digital cover | \$214.56 |
| c. Paul L Jansen Digital Slab Piano Dolly | <u>\$487.62</u> |
| | \$4,701.18 |
| 2. North Star Elementary School. Scott Manni, Principal | |
| a. Paul L Jansen Digital Slab Piano Dolly | \$541.80 |
| 3. Rock Ridge High School. Troy Caddy, RRHS Teacher | |
| a. Supplemental Robotics Equipment for the classroom. | \$1,158.82 |
| b. Robotics motors | <u>\$875.20</u> |

Total RREF 2024 spending request **\$7,277.00**

5/14/2024

Motion to approve: Winter

Second: Engel

Motion passes unanimously.

A very special thank you to the Virginia Community Foundation and the donors to the Rock Ridge Education Fund. These funds allow us to do many things we would never be able to do. Thank you a thousand times!

2024 Wolverine Fund
\$8,564.00 available

Grant Requests

1. RRHS Activities Chad Hazelton and Josh Lamppa
 - a. Scoreboard Add-ons \$7,002.00

Total requested for 2023 expenditures 8,564.00
(\$7002.00)

\$1,562.00 remains.

A very special thank you to the Virginia Community Foundation and the donors to the Wolverine Fund. These funds allow us to do many things we would never be able to do. Thank you a thousand times!