



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

**Regular Meeting
Monday, June 23, 2025 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 June 9, 2025 regular meeting minutes. 3
 2. Approval of additional duty of Chess Club Advisor for Elementary Teacher Bobbie Spry with a stipend of \$505 for the 2024-2025 school year.
 3. Approval of fall/winter coaches for the 2025-2026 school year. 6
 4. Approval of hire of the following for the Temporary Seasonal Weed Removal positions at a rate of \$19.97/hour effective June 10, 2025 - August 29, 2025: Emily Houghton, Kristie Intihar, Janette Godec, Hayley Halls, Ellen Ebben, Angie Williams.
 5. Approval of transfer of Angie Miller from the Transportation/Maintenance Secretary to the Secretary - RRHS at a rate of \$24.87/hour effective June 11, 2025.
 6. Approval of hire of Lizbeth Getman for the Community Education Music Coordinator with a stipend of \$1,500/quarter effective August 15, 2025.
 7. Acceptance of resignation of Jill Clennon from the Secondary English Language Arts Teacher, National Honor Society Advisor, and Senior Class Advisor positions effective June 16, 2025.
 8. Acceptance of resignation of Alicia Schroeder from the Elementary Teacher position effective July 1, 2025.
 9. Acceptance of a donation in the amount of \$4,500 from Allison Kreibich. This is

donation #5 of 6 for the varsity baseball scoreboard. A matching grant from State Farm will follow soon.

5. Reports:

1. Update on bussing for school athletics.
2. Update on Special Education. 7
3. Superintendent.
4. Treasurer's Report. 27

6. Policies - Third/Final Reading.

1. 413 Harassment and Violence. 35
2. 425 Staff Development and Mentoring. 46
3. 512 School-Sponsored Student Publications and Activities. 55
4. 516 Student Medication and Telehealth. 60
5. 519 Interviews of Students By Outside Agencies. 67
6. 606.5 Library Materials. 70
7. 614 School District Testing Plan and Procedure. 78
8. 621 Literacy and the Read Act. 93
9. 701 Establishment and Adoption of School District Budget. 102
10. 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System. 105
11. 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources. 107
12. 906 Community Notification of Predatory Offenders. 125

7. Policies Regarding Electronic Devices/Cell Phones - Third/Final Reading.

1. 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy (CURRENT Rock Ridge policy). 130
2. 524 Internet and Technology Acceptable Use and Safety Policy (Revised Policy 524 if Policy 524.5 is adopted.) 143
3. 524.5 Personal Electronic Communication Devices (NEW policy). 156

8. Administration Items:

1. Consider approval of the 2025-2026 budget. 161
2. Consider approval of property and liability 25-26 insurance. 162
3. Consider approval of worker's compensation 25-26 insurance. 163
4. Consider approval of the Procurement Procedures for U.S. Department of Agriculture (USDA) Child Nutrition Programs. 164
5. Consider approval of the James Madison Lease Agreement (Northland Learning Center NLC) effective July 1, 2025-October 31, 2026. 180
6. Consider approval of lease between Rock Ridge Public Schools and the Department of Public Safety, Driver and Vehicle Services Division. 190
7. Consider approval of the Memorandum of Understanding - RRHS Online Curriculum Monitoring. 202

9. Meeting Announcements:

1. The next regular meeting is Monday, July 14, 2025 at 6:00 PM in the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.

10. Adjournment.

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, JUNE 9, 2025, 6:00 P.M.**

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

Members Present:

Jennifer Bonner
Nicole Culbert-Dahl
Brandi Lautigar
Tim Riordan

Jodi Westby
Lisa Westby

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Josh Lamppa, Activities Director
Andrea Lintula, Business Manager
Chad Hazelton, Community Education Director

Members Absent:

John Uhan

Student Representative:

None

- I. Vice Chair LISA WESTBY called the regular meeting to order at 6:00 P.M.
- II. **APPROVE AGENDA:**
 - A. RIORDAN added discussion and possible decision on the North Star principal position. BONNER added discussion on the rental of LCS coach buses and the girls head hockey and assistant coach positions – have the positions been posted, interviewed for? Items were added to Reports 5.1a, b, and c.
 - B. Motion to **approve the agenda as amended** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT:** None.
- IV. **CONSENT AGENDA:** Motion to **approve the Consent Agenda** made by CULBERT-DAHL, seconded by BONNER. Motion passed unanimously.
 - A. Approval of May 12, 2025 regular meeting minutes.
 - B. Approval of additional duty of Laurentian AVID Coordinator for Interventionist, Melissa Lautigar, with a stipend of \$1,000 for the 2024-2025 school year.
 - C. Approval of hire of Jeff Teasck for the Community Education Summer Softball Coordinator position with a stipend of \$1,500 effective May 15, 2025.
 - D. Approval of hire of the following for the Year End Bus Cleaning positions at a rate of \$25.14/hour effective June 2, 2025 through June 13, 2025: Cindy Powell, Alyssa Harris, and Dom Sereno.
 - E. Approval of hire of Extended School Year Paraprofessionals at a rate of \$19.97/hour effective June 10, 2025 - August 14, 2025: Brittney Kemi, Morgan Dobson, Hannah Ronning, Shannon Schmidtke, Dezira Drumm, Cindy Kujala, Paul Powers, Chanel Kamunen, Melodi Haugen, Natasha Clemmer, Emily Houghton, Kristie Intihar, Christine Nelson, Jordan Orbeck-Stevens.
 - F. Approval of hire of Hannah Helander for the 1.0 FTE Elementary Special Education Teacher position with a salary of \$87,738 (Step J MA+10) effective August 25, 2025.
 - G. Approval of hire of Laura Bakhtiari for the 1.0 FTE Early Childhood Special Education Teacher position with a salary of \$73,411 (Step J BA) effective August 25, 2025.
 - H. Approval of hire of Ethan Stachovich for the 1.0 FTE Special Education Teacher position with a salary of \$70,814 (Step I BA+10) effective August 25, 2025.
 - I. Approval of hire of Steven Aker for the Part Time Permanent Bus Driver position at a rate of \$25.14/hour effective September 2, 2025.
 - J. Approval of hire of Susan Lanyk for the 2nd Grade Long-Term Substitute Teacher position (LES) with a salary of \$64,493 (prorated) effective October 15, 2025.
 - K. Approval of additional duty of School Forest Coordinator for elementary teacher, Beth Collins, with a stipend of \$2,269 effective July 1, 2025.
 - L. Approval of 2024-2025 Club Advisors and stipends.
 - M. Approval of proposal of the 2026 Florida band trip.

- N. Acceptance of resignation of Justine Schunk from the Playground Aide position effective May 29, 2025.
- O. Acceptance of resignation of Kiara Laube from the Paraprofessional position effective May 31, 2025.
- P. Acceptance of resignation of Paula Dundas from the Head Softball Coach position effective May 31, 2025.
- Q. Acceptance of resignation of Tricia Harsila from the RRHS Secretary position effective June 20, 2025.
- R. Acceptance of resignation for the purpose of retirement of William Petersen from the Custodian/General Maintenance/Grounds/Driver position effective December 15, 2025.
- S. Approval of termination of Marife Jenni from the Paraprofessional position effective May 29, 2025.
- T. Approval of termination of Jessica Rahkola from the Paraprofessional position effective May 29, 2025.
- U. Acceptance and appreciation of a donation in the amount \$500 from the Eveleth Elks Lodge 1161 for Laurentian Elementary - bowling field trip
- V. Acceptance and appreciation of a donation of used engine cores from Centennial Enterprises, Inc. to the Rock Ridge Auto Mechanics Department.

V. **REPORTS:**

- A. Josh Lamppa reviewed the proposed budget cuts for FY26 from the Activities Department. The number of LSC coach buses being rented for activities was questioned. The board asked that Bob Voss, Transportation Director, come to the next meeting to discuss. The girls hockey coach position was not posted – the Athletics & Activities Committee had recommended to drop Kassie Strand’s interim status and bring her renewal to the full board. This recommendation to renew will be on the next board meeting agenda.
- B. Motion to **post internally for the North Star Elementary principal position for the 2025-2026 school year** made by RIORDAN, seconded by L. WESTBY. Motion passed 5-1 with LAUTIGAR voting NO.
- C. Andrea Lintula briefly discussed the FY26 budget and any updates since last presented.
- D. Teacher Stephanie Lutzka and student Madelyn Klima presented on the recent Close Up trip to Washington D.C.
- E. Supt. Noel Schmidt provided an update on what is in the works for the summer including in-service details and updates to the student handbook. Soon, our use of “Teachers on Call” is going to be looked into to find out if there is a less expensive option as well as our food service contract. Finally, student behavior was discussed and noted that noticeable improvements were made this past year and most of our students are very well-behaved and following expectations.
- F. Motion to **approve the payment of the bills** made by RIORDAN, seconded by L. WESTBY. Motion passed unanimously.

VI. **ADMINISTRATION ITEMS:**

- A. Motion to **approve the 2025-2026 health insurance plans** made by BONNER, seconded by L. WESTBY. Motion passed 5-0-1 with RIORDAN abstaining.
- B. Motion to **approve the Services Contract between Arrowhead Regional Computing Consortium (ARCC) and Rock Ridge Public Schools for FY26** made by LAUTIGAR, seconded by CULBERT-DAHL. Motion passed 5-0-1 with RIORDAN abstaining.
- C. Motion to **approve the School Nutrition Programs Renewal of Food Service Management Contract School Year 2025-2026** made by RIORDAN, seconded by BONNER. Motion passed unanimously.
- D. Motion to **approve the renewal of the Teachers on Call agreement for the 2025-2026 school year** made by BONNER, seconded by RIORDAN. Motion passed unanimously.
- E. Motion to **approve the Rock Ridge Community Education Council Bylaws** made by LAUTIGAR, seconded by BONNER. Motion passed unanimously.

- F. Motion to **approve the purchase offer for school property in Virginia as presented (The “Old Mill 40,” west and slightly south of North Star Elementary. Just north of Mesabi Tribune)** made by RIORDAN, seconded by CULBERT-DAHL. Motion passed 5-1 with BONNER voting NO.
- G. Motion to **approve the Child and Adult Care Food Program Contract for Vended Meals for the 2025-2026 school year** made by RIORDAN, seconded by BONNER. Motion passed unanimously.
- H. Motion to **approve the MSBA membership dues and renewals of Boardbook and Policy Services subscriptions for FY26** made by LAUTIGAR, seconded by BONNER. Motion passed 5-0-1 with RIORDAN abstaining.
- I. Motion to **approve the 2025-2026 Resolution for Membership in the Minnesota State High School League** made by RIORDAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- J. Motion to **approve the Resolution Requiring the Tally of Write-In Votes Only If Write-In Votes Are Greater Than a Ballot Candidate’s Total Votes** made by RIORDAN, seconded by LAUTIGAR. Roll call vote. Motion passed unanimously.

VII. **Policies – Second Reading.**

- A. Motion to **approve the second reading of the following policies** made by LAUTIGAR, seconded by CULBERT-DAHL. Motion passed unanimously.
 - 1. 413 Harassment and Violence.
 - 2. 425 Staff Development and Mentoring.
 - 3. 512 School-Sponsored Student Publications and Activities.
 - 4. 516 Student Medication and Telehealth.
 - 5. 519 Interviews of Students By Outside Agencies.
 - 6. 606.5 Library Materials.
 - 7. 614 School District Testing Plan and Procedure.
 - 8. 621 Literacy and the Read Act.
 - 9. 701 Establishment and Adoption of School District Budget.
 - 10. 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System.
 - 11. 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources.
 - 12. 906 Community Notification of Predatory Offenders.

VII. **Policies Regarding Electronic Devices/Cell Phones – Second Reading.**

- B. Motion to **approve the second reading of the following policies** made by RIORDAN, seconded by BONNER. Motion passed unanimously.
 - 1. 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy (CURRENT Rock Ridge policy).
 - 2. 524 Internet and Technology Acceptable Use and Safety Policy (Revised Policy 524 if Policy 524.5 is adopted.)
 - 3. 524.5 Personal Electronic Communication Devices (NEW policy).

IX. **MEETING ANNOUNCEMENTS** were made.

X. **ADJOURNMENT:** Meeting adjourned at 7:19 P.M.

CHAIR

CLERK

*Returning Head Coaches to be approved by the board for 25-26 School year
Fall/ Winter Sports (Spring coaches will be coming in the fall)
Salaries are based off of 24-25 contract

Hockey Boys

Head Matt Niskanen* No Pay
Matt is giving his salary to divide amongst the other 3 coaches.

Hockey Girls

Head Kassie Strand* \$7,816.00

RR Boys Basketball

Head Coach Spencer Aune* \$7,816.00

RR Girls Basketball

Head Coach Byron Negen* \$7,816.00

RR Boys Swimming

Head Coach Perry Brown* \$6,555.00

RR Wrestling

Head Coach Dennis Benz* \$6,555.00

RR Dance Team

Head Coach Emily Jankila* \$6,052.00

RR Alpine

Head Coach Benji Neff*# \$4,707.00 Split w/ other 2 Coaches. \$6,052/\$4,791/\$3,278

Speech

Head Coach Jason Ness* \$3,590.00

Girls Tennis

Co- Head Kortney Rosati*# \$5,043.00 # Split Head and Asst.
Co- Head Jessica Kralich*# \$5,043.00 \$6,052/\$4,034

Football

Head Brandon Borich* \$7,060.00

Volleyball

Head Amy Kvaternik* \$7,060.00

Girls Swimming

Head Perry Brown* \$6,555.00

Cross Country

Head Chris Ismil* \$6,052.00

Musical

Director- Head Emily Hixon* \$3,278.00

1404 Building - Special Education



1 LEVEL 1 FLOOR PLAN - SPECIAL EDUCATION

A2.1 1/8" = 1'-0"

Color Key

- Sensory
- Classroom
- Restroom
- Kitchen labs
- Office
- Nurse
- Flex/movie
- Entry Exit
- Large motor

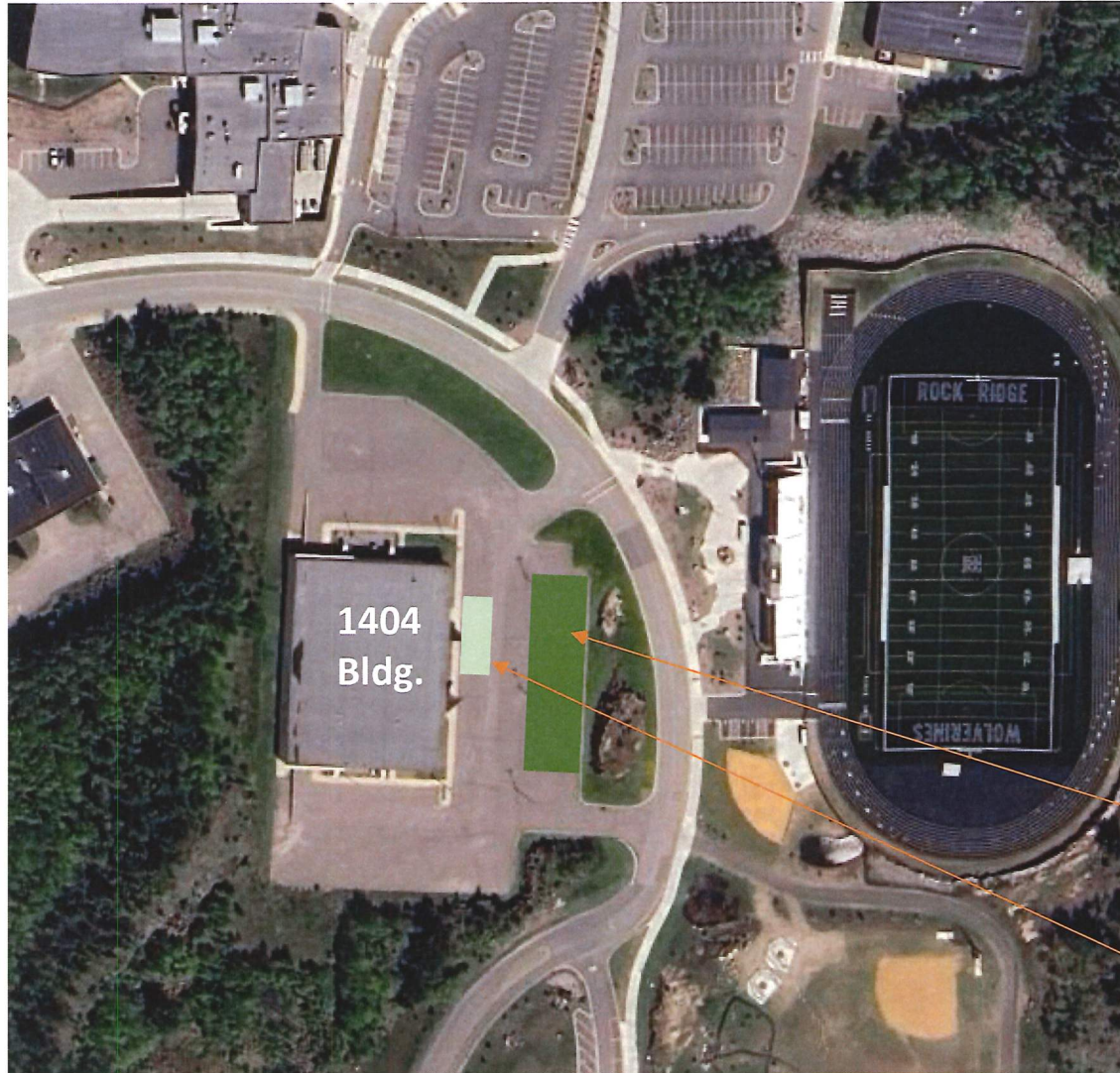


Rock Ridge Community Inclusive Playground

KOMPA
Let's

Site for Outdoor Playground

Rock Ridge High School



Inclusive
Playground
Location

Green House



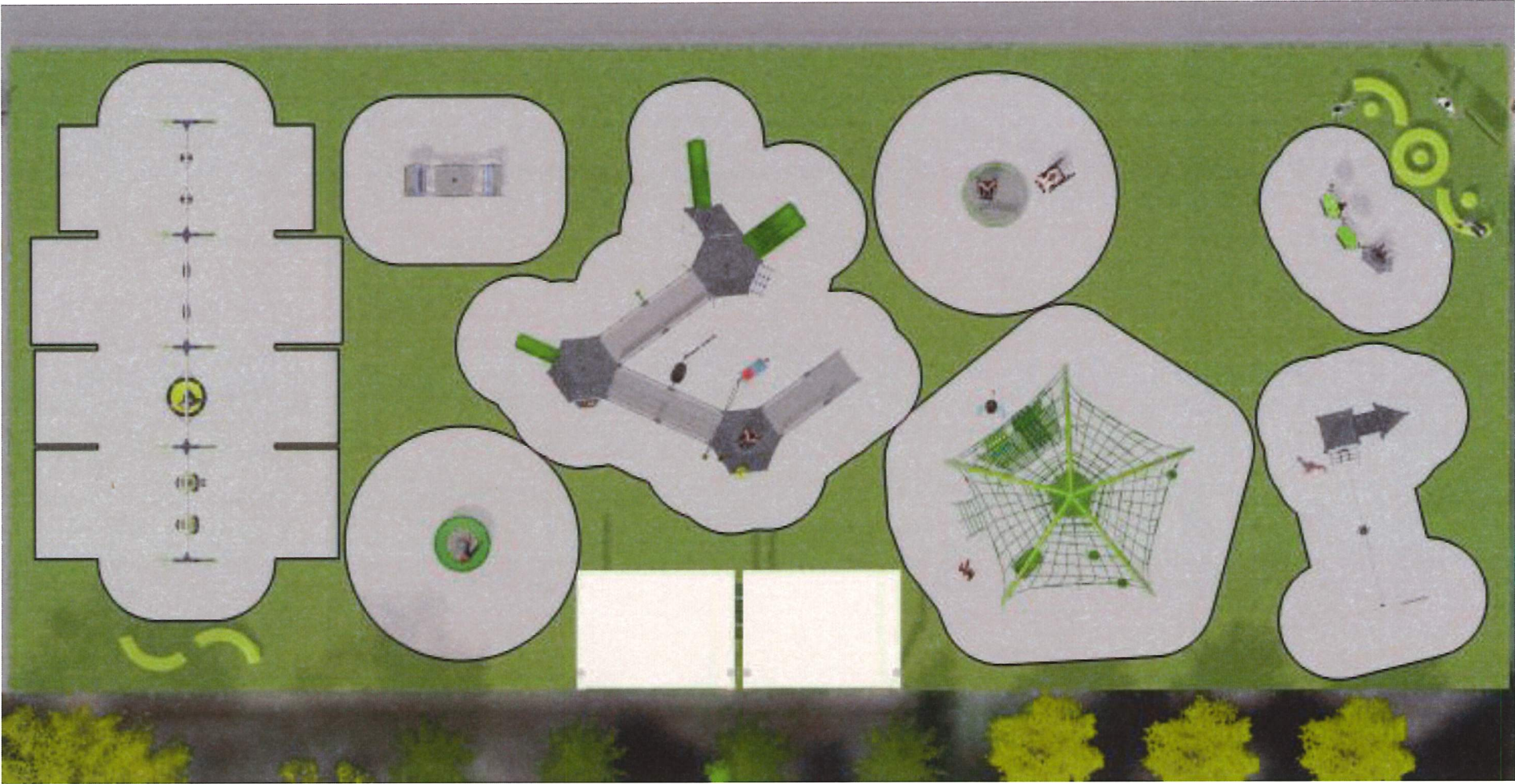


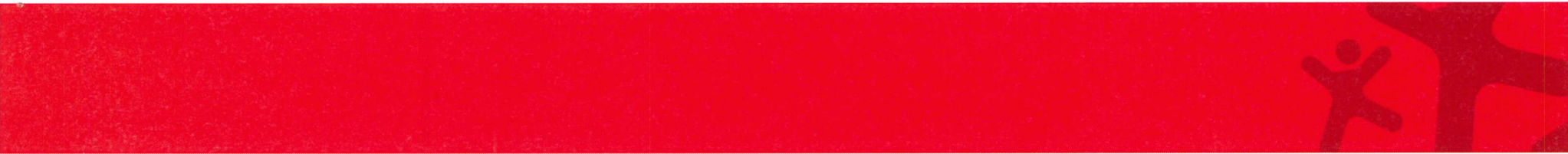
Project requirements

- Destination Inclusive Playground
 - Space for Public and Bridge to Independence use
 - Wheelchair Accessible
 - Multiple Ages (infant – 22)
 - Multi-level Play
 - Sensory
 - **Outdoor Learning**
 - **Fence/Privacy**
 - **Shading**
- Parking lot excavation needed?
- Turf Installation



New layout with Fall Zones







Inclusive
Playground
Location





Spaces to
Connect and
Learn

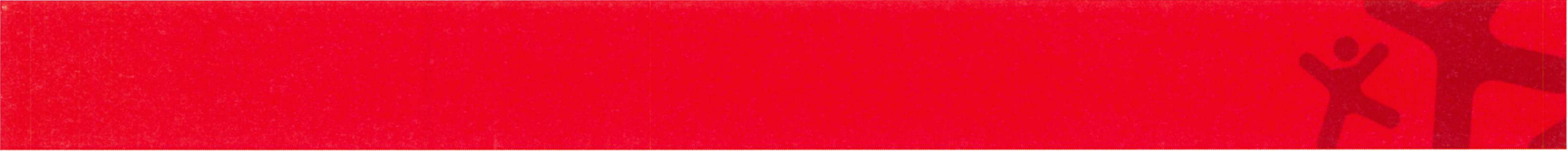


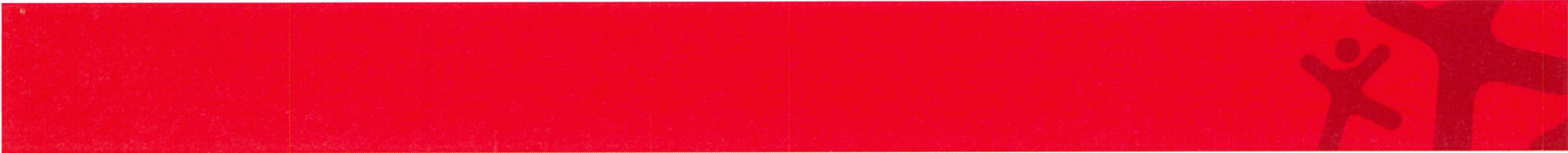






Easy ramp
access for all
mobility
needs.

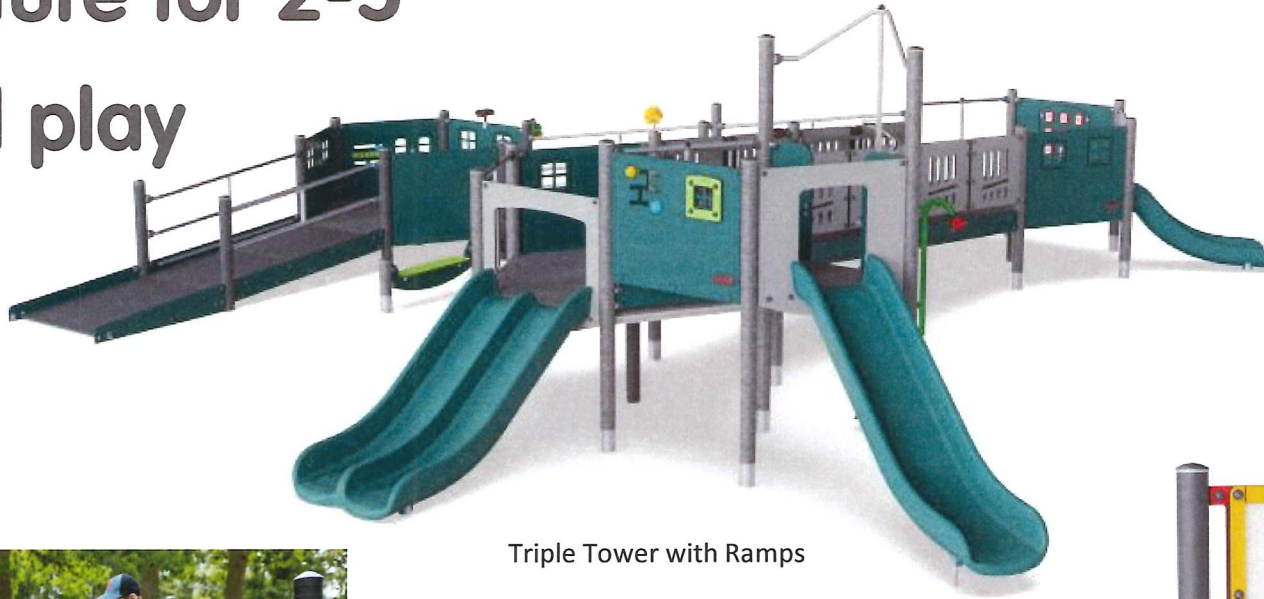






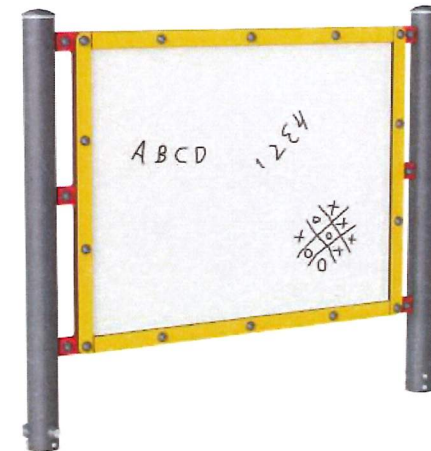
Structure for 2-5

Panel play



Triple Tower with Ramps

Sensory Panels +
Sign-Language and
non-verbal
communication
boards.



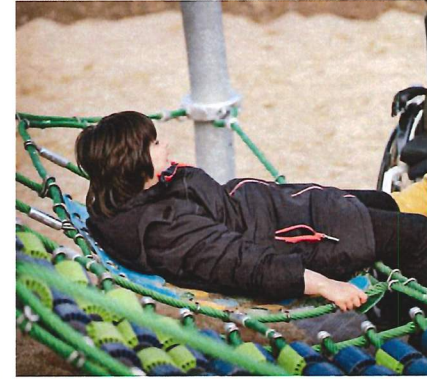
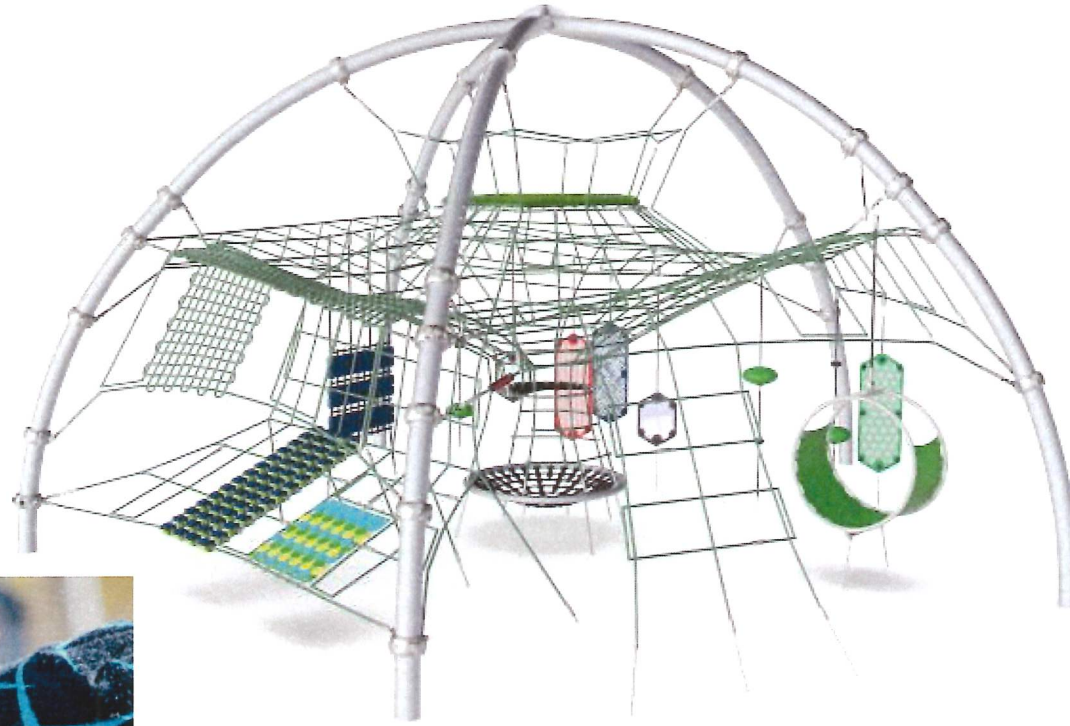
Magnetic Outdoor White Board for
teaching, discussion, meetings, interaction,
learning.



Sensory Dome, play for all

KOMPA
Let's

Products



Swings



Belt Swing



Nest Swing



Baby & Toddler



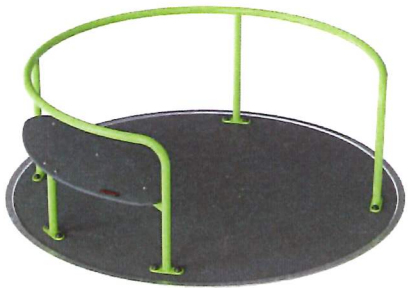
Inclusive Seat



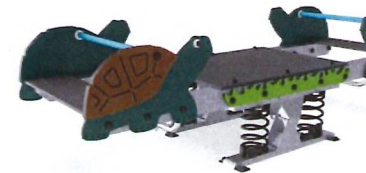
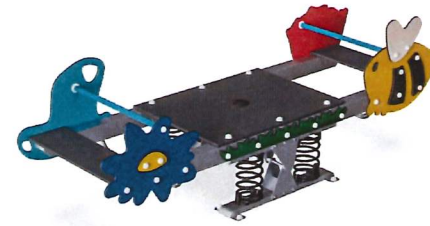
Social + Inclusive

Products

KOMP
Let's



Universal Carousel



Garden Seesaw
Can be customized!



*Single Springers: potential for a panther or any other animal



Seating

Products

KOMP
Let's



Agora Inclusive Picnic Table



Loop Arc



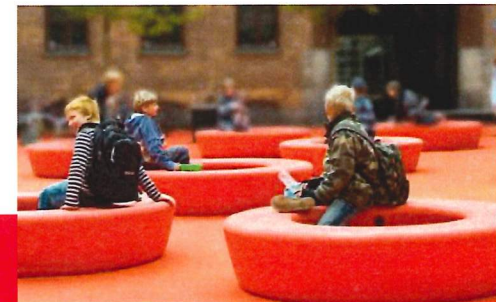
Loop Circle



Loop HopOp



Madison Square
Double Meeting
Point



Shade

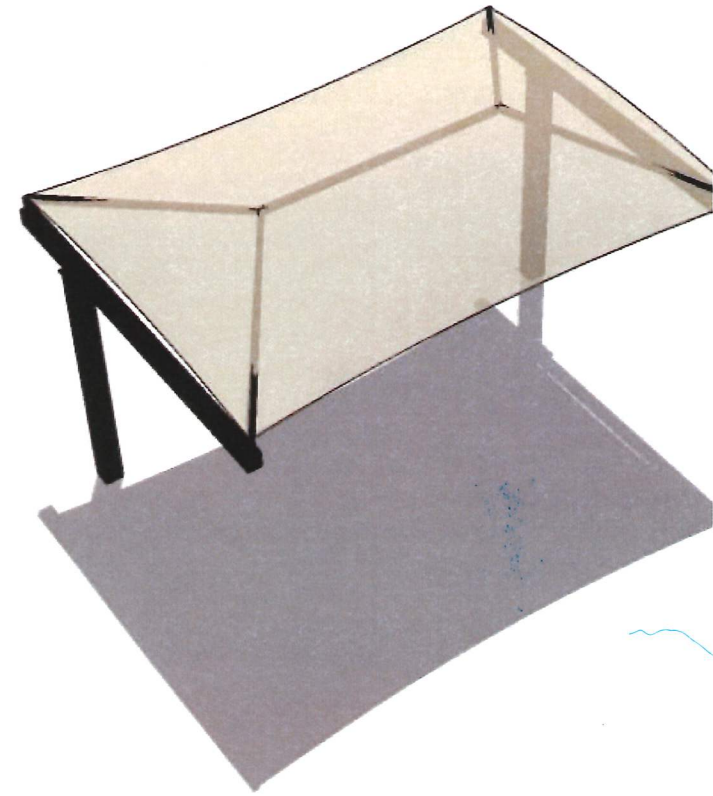
Modern Shade Solution



KOMP
Let's

Offset Cantilever (Hip, Single Slope, or Arched)

- Similar to Full Cantilever (Hip or Pyramid) except the posts are offset under the edge of the shade between 2' to 5'
- Standard: Sizes range from 8' x 8' up to 20' overhang x 40'
- Custom Standard: Single Offset Cantilever can extend up to 20'+ overhang x 50+'



June 23, 2025

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>
17871	BLUE CROSS / BLUE SHIELD OF MN	E 01 300 211 000 000 291	25JUNE	\$19,519.00
17871	BLUE CROSS / BLUE SHIELD OF MN	E 01 300 211 000 000 291	25JUNE	\$5,095.60
17871	BLUE CROSS / BLUE SHIELD OF MN	E 01 300 211 000 000 291	25MAY	\$19,221.00
17871 Total				<u>\$43,835.60</u>
17872	MADISON NATIONAL LIFE	B 01 215 003	LIFE	\$1,842.96
17872	MADISON NATIONAL LIFE	B 01 215 004	LTD	\$2,502.26
17872 Total				<u>\$4,345.22</u>
17873	MEDICAREBLUE RX	E 01 300 211 000 000 291	25JUNE	\$27,839.70
17873	MEDICAREBLUE RX	E 01 300 211 000 000 291	25JUNE	\$1,828.20
17873 Total				<u>\$29,667.90</u>
17874	NORTHEAST SERVICE COOPERATIVE	B 01 215 001	25JUNE	\$268,747.20
17874 Total				<u>\$268,747.20</u>
17875	NORTHERN MN DENTAL INC	B 01 215 002	25JUNE	\$3,590.00
17875 Total				<u>\$3,590.00</u>
17876	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$603.29
17876 Total				<u>\$603.29</u>
17877	HAMPTON INN	E 01 300 296 715 000 366	Travel	\$1,893.40
17877 Total				<u>\$1,893.40</u>
17878	PETTY CASH - ATHLETIC OFFICE	E 01 300 296 715 000 364	Entry Fees/Student Travel	\$765.00
17878	PETTY CASH - ATHLETIC OFFICE	E 01 300 294 714 000 364	Entry Fees/Student Travel	\$1,190.00
17878	PETTY CASH - ATHLETIC OFFICE	E 01 300 296 714 000 364	Entry Fees/Student Travel	\$1,360.00
17878 Total				<u>\$3,315.00</u>
17879	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$3,856.85
17879	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$1,190.28
17879 Total				<u>\$5,047.13</u>
17880	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 333		\$99.00
17880	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 332		\$119.25
17880	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 334		\$110.87
17880	EVELETH PUBLIC UTILITIES	E 01 302 810 000 000 333		\$28.00
17880	EVELETH PUBLIC UTILITIES	E 01 302 810 000 000 332		\$30.00
17880	EVELETH PUBLIC UTILITIES	E 03 005 760 000 720 333		\$56.40
17880	EVELETH PUBLIC UTILITIES	E 03 005 760 000 720 332		\$39.00
17880	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$1,645.00
17880	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 333		\$4,863.10
17880	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 332		\$3,117.25
17880	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 332		\$21.00
17880	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 333		\$28.00
17880	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 334		\$22.54
17880	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 333		\$73.50
17880	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 332		\$79.50
17880	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$705.00
17880	EVELETH PUBLIC UTILITIES	E 01 101 810 000 000 330		\$707.15
17880	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334	Garbage	\$94.00
17880 Total				<u>\$11,838.56</u>

17881	GILBERT WATER & LIGHT DEPT	E	03	005	760	000	720	330	Water & Sewer	\$746.84
17881 Total										<u>\$746.84</u>
17882	SPEECH WIRE TOURNAMENT SERVICES	E	01	300	298	000	000	305	Consult/Fees For Svc	\$360.00
17882 Total										<u>\$360.00</u>
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	332		\$84.85
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	333		\$179.56
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	440		\$187.20
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$16.26
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	331		\$75.11
17883	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334		\$566.46
17883	VIRGINIA PUBLIC UTILITITES	E	01	116	810	000	000	333		\$647.77
17883	VIRGINIA PUBLIC UTILITITES	E	01	116	810	000	000	332		\$268.00
17883	VIRGINIA PUBLIC UTILITITES	E	01	116	810	000	000	440		\$1,337.40
17883	VIRGINIA PUBLIC UTILITITES	E	01	116	810	000	000	331		\$3,309.08
17883	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	334		\$397.46
17883	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	332		\$169.00
17883	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	331		\$3,304.32
17883	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	333		\$391.17
17883	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	440		\$1,879.29
17883 Total										<u>\$12,812.93</u>
17884	A-1 SERVICES INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$204.36
17884	A-1 SERVICES INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$1,215.00
17884	A-1 SERVICES INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$412.50
17884 Total										<u>\$1,831.86</u>
17885	ALBIN ACQUISITION CORP	E	01	005	110	000	000	314	Background Checks for May 2025	\$280.00
17885 Total										<u>\$280.00</u>
17886	AMAZON CAPITAL SERVICES INC	E	01	300	296	709	000	430	Instruct Supplies	\$481.43
17886	AMAZON CAPITAL SERVICES INC	E	01	005	105	000	000	401	General Supplies	\$53.95
17886	AMAZON CAPITAL SERVICES INC	E	01	300	255	000	000	430	Instruct Supplies	\$142.95
17886	AMAZON CAPITAL SERVICES INC	E	01	005	010	000	000	401	General Supplies	\$24.35
17886	AMAZON CAPITAL SERVICES INC	E	01	300	256	000	000	430	Instruct Supplies	\$76.68
17886 Total										<u>\$779.36</u>
17887	ANKLEY SCOTT J	E	04	500	570	000	321	401	CPR Course	\$150.00
17887 Total										<u>\$150.00</u>
17888	APG MEDIA OF MN	E	01	005	010	000	000	380	Print-Publish	\$217.30
17888 Total										<u>\$217.30</u>
17889	APPELWICK TERESA	E	01	005	107	050	000	365	Transportation Chargeback	\$228.57
17889 Total										<u>\$228.57</u>
17890	ARCHKEY SOLUTIONS	E	01	116	810	000	000	350	wire new Bunn machine & wire/program new f	\$675.00
17890	ARCHKEY SOLUTIONS	E	01	118	810	000	000	350	Repaired Wrestling area lights	\$450.00
17890 Total										<u>\$1,125.00</u>
17891	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$667.38
17891	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$470.81
17891	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$1,148.25
17891 Total										<u>\$2,286.44</u>
17892	ASPIRUS INC	E	03	005	750	000	720	311	Prof Tech Services	\$110.00
17892 Total										<u>\$110.00</u>
17893	BARTHEL CHARTER SERVICE INC	E	01	300	296	714	733	361		\$3,675.00
17893	BARTHEL CHARTER SERVICE INC	E	01	300	294	714	733	361		\$3,675.00
17893 Total										<u>\$7,350.00</u>
17894	BEN SPEARS	E	01	300	211	000	320	430	Instruct Supplies	\$2,400.00
17894 Total										<u>\$2,400.00</u>

17895	BIALKE ALYSON MARIE	E	04	701	590	000	350	311	Prof Tech Services	\$1,070.00
17895 Total										<u>\$1,070.00</u>
17896	CAROLINA BIOLOGICAL SUPPLY	E	01	005	105	005	000	401	General Supplies	\$118.46
17896 Total										<u>\$118.46</u>
17897	CENTURY LINK	E	01	005	605	000	311	320	Communications Srv	\$109.47
17897	CENTURY LINK	E	01	005	605	000	311	320	Communications Srv	\$109.47
17897 Total										<u>\$218.94</u>
17898	COSTIN GROUP INC	E	01	005	010	000	000	311	Prof Tech Services	\$3,500.00
17898 Total										<u>\$3,500.00</u>
17899	CULLIGAN WATER CONDITIONING	E	01	101	810	000	000	350	Repair & Maint Service	\$763.85
17899 Total										<u>\$763.85</u>
17900	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	350	Repairs Maint Serv	\$125.00
17900	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$9.00
17900	DAHLHEIMER BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$38.00
17900	DAHLHEIMER BEVERAGE	E	01	005	810	000	000	420	Water	\$77.76
17900	DAHLHEIMER BEVERAGE	E	01	118	810	000	000	350	Repair & Maint Service	\$9.00
17900	DAHLHEIMER BEVERAGE	E	03	005	760	000	720	401	General Supplies	\$9.00
17900	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$25.92
17900 Total										<u>\$293.68</u>
17901	DATA CENTER WAREHOUSE LLC	E	01	005	606	000	000	401	AS PER ATTACHED QUOTE NO. Q-121016	\$1,350.00
17901 Total										<u>\$1,350.00</u>
17902	EDDY JULIE	E	01	300	292	000	000	366	Travel	\$59.66
17902 Total										<u>\$59.66</u>
17903	EDUCATORS BENEFIT CONSULTANTS	E	01	005	110	000	000	311	Prof Tech Services	\$260.81
17903 Total										<u>\$260.81</u>
17904	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$11,664.28
17904 Total										<u>\$11,664.28</u>
17905	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340	Property&liab Ins	\$84.00
17905 Total										<u>\$84.00</u>
17906	ESTATE OF DELLA HALLOW	R	01	005	000	000	000	097	Health Insur	\$318.36
17906 Total										<u>\$318.36</u>
17907	FERGUSON ENTERPRISES LLC #1657	E	01	300	810	000	000	350	Repairs Maint Serv	\$145.02
17907	FERGUSON ENTERPRISES LLC #1657	E	01	300	810	000	000	350	Repairs Maint Serv	\$9.42
17907 Total										<u>\$154.44</u>
17908	FRANCIS ELIZABETH	E	01	300	211	227	000	305	Consult/Fees For Svc	\$100.00
17908 Total										<u>\$100.00</u>
17909	FRIEDLIEB JACE	E	01	300	294	705	733	365	Interdept Transport	\$60.00
17909 Total										<u>\$60.00</u>
17910	FYRE WOODWORK & ENGRAVING	E	01	005	105	000	000	401	General Supplies	\$420.00
17910 Total										<u>\$420.00</u>
17911	GOODSKY TERRY	E	01	300	211	227	000	305	Consult/Fees For Svc	\$400.00
17911 Total										<u>\$400.00</u>
17912	GRANDE ACE HARDWARE	E	01	112	810	000	000	410	Custodial Supplies	\$35.07
17912	GRANDE ACE HARDWARE	E	01	005	810	000	000	420	Repair Supplies	\$9.99
17912	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$17.08
17912 Total										<u>\$62.14</u>
17913	HAINAY CASSANDRA	E	01	005	107	050	000	365	Transportation Chargeback	\$23.31
17913	HAINAY CASSANDRA	E	01	005	107	050	000	401	General Supplies	\$408.17
17913 Total										<u>\$431.48</u>
17914	HAWKINS INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$825.00
17914 Total										<u>\$825.00</u>
17915	HAZELTON CHAD	E	01	300	292	000	000	366	Travel	\$177.80
17915 Total										<u>\$177.80</u>

17916	HILLYARD / HUTCHINSON	E	01	112	810	000	000	410	Custodial Supplies	\$398.14
17916	HILLYARD / HUTCHINSON	E	01	116	810	000	000	410	Custodial Supplies	\$1,010.28
17916	HILLYARD / HUTCHINSON	E	01	101	810	000	000	410	Custodial Supplies	\$785.94
17916	HILLYARD / HUTCHINSON	E	01	300	810	000	000	410	Custodial Supplies	\$1,206.00
17916 Total										<u>\$3,400.36</u>
17917	HOLIDAY INN EXPRESS & SUITES	E	01	300	294	705	000	364	Entry Fees/Student Travel	\$2,899.47
17917 Total										<u>\$2,899.47</u>
17918	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$300.00
17918	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$147.00
17918	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$141.75
17918 Total										<u>\$588.75</u>
17919	HUNTER MOLLY MAE	E	01	300	211	227	000	305	Consult/Fees For Svc	\$100.00
17919 Total										<u>\$100.00</u>
17920	IDEAL ENERGIES SOLAR LEASING 2025 LLC	E	01	101	810	000	000	330	Utilities	\$368,380.80
17920 Total										<u>\$368,380.80</u>
17921	INAC INC	E	02	005	770	000	701	319		\$51,520.00
17921	INAC INC	E	02	005	770	000	701	401		\$6,733.27
17921	INAC INC	E	02	005	770	000	701	495		\$9,878.68
17921	INAC INC	E	02	005	770	000	701	311		\$9,816.02
17921	INAC INC	E	02	005	770	000	701	490		\$60,446.91
17921 Total										<u>\$138,394.88</u>
17922	IRON RANGE TOWING	E	03	005	760	000	720	350	Tow #27	\$600.00
17922 Total										<u>\$600.00</u>
17923	ISD #2142	E	04	500	560	000	321	430	Instruct Supplies	\$2,415.00
17923 Total										<u>\$2,415.00</u>
17924	ISD #318	E	01	300	361	955	428	303	Purchased Services	\$11,886.01
17924 Total										<u>\$11,886.01</u>
17925	ISD #361	E	01	300	361	959	475	303	Purchased Services	\$1,499.59
17925 Total										<u>\$1,499.59</u>
17926	ISD #695	E	01	300	361	951	428	303	Purchased Services	\$1,212.59
17926 Total										<u>\$1,212.59</u>
17927	I-STATE TRUCK CENTERS	E	03	005	760	000	720	350	Repairs Maint Serv	\$17.48
17927	I-STATE TRUCK CENTERS	E	03	005	760	000	720	350	Repairs Maint Serv	\$30.82
17927 Total										<u>\$48.30</u>
17928	JAMF SOFTWARE LLC	E	01	005	606	000	000	311	Prof Tech Services	\$17,640.63
17928 Total										<u>\$17,640.63</u>
17929	KARICH BRIAN	E	01	300	294	713	000	305	Consulting Fees	\$190.00
17929 Total										<u>\$190.00</u>
17930	KEN WASCHKE AUTO PLAZA	E	03	005	760	000	720	350	Repairs Maint Serv	\$525.98
17930 Total										<u>\$525.98</u>
17931	KRALICH JESSICA	E	01	300	296	705	733	365	Interdept Transport	\$20.13
17931 Total										<u>\$20.13</u>
17932	L & M SUPPLY INC	E	01	005	810	000	000	420	Repair Supplies	\$56.95
17932	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$39.90
17932	L & M SUPPLY INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$206.98
17932	L & M SUPPLY INC	E	03	005	760	000	720	420	Repair Supplies	\$20.93
17932 Total										<u>\$324.76</u>
17933	LAKESHORE LEARNING MATERIALS	E	01	112	203	920	000	433	HH773 Precious Ponies Playset	\$39.99
17933	LAKESHORE LEARNING MATERIALS	E	01	112	203	920	000	433	HH238 Treehouse Imagination Builders	\$59.99
17933	LAKESHORE LEARNING MATERIALS	E	01	112	203	920	000	433	TT451 Fairy Land Playset	\$49.99
17933	LAKESHORE LEARNING MATERIALS	E	01	112	203	920	000	433	EE339 Lakeshore Magnetic Fishing Set	\$39.99
17933	LAKESHORE LEARNING MATERIALS	E	01	112	203	920	000	433	Freight	\$28.50
17933	LAKESHORE LEARNING MATERIALS	E	01	005	105	004	000	401	LL226X Animal Kingdom Blocks - Complete Set	\$85.00

17933	LAKESHORE LEARNING MATERIALS	E	01	005	105	004	000	401	EE600X Feed-The-Animals Fine Motor Games -	\$69.99
17933	LAKESHORE LEARNING MATERIALS	E	01	005	105	004	000	401	Freight	\$23.25
17933 Total										<u>\$396.70</u>
17934	LAMBERT DANETTE	E	01	005	107	050	000	401	General Supplies	\$300.00
17934 Total										<u>\$300.00</u>
17935	LAMPPA STACIE	E	01	005	020	000	000	401	General Supplies	\$381.86
17935 Total										<u>\$381.86</u>
17936	LCS COACHES INC	E	01	300	294	714	733	361	Private Trans Cont	\$1,776.50
17936	LCS COACHES INC	E	01	300	296	716	733	361	Private Trans Cont	\$1,444.01
17936	LCS COACHES INC	E	01	300	294	713	733	361	Private Trans Cont	\$1,408.85
17936 Total										<u>\$4,629.36</u>
17937	LEVEL DATA INC	E	01	005	606	000	000	305	AS PER ATTACHED	\$6,319.00
17937 Total										<u>\$6,319.00</u>
17938	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$106.27
17938	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$92.15
17938	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$84.15
17938 Total										<u>\$282.57</u>
17939	MACNEIL ENVIRONMENTAL INC	E	03	005	750	000	720	311	Prof Tech Services	\$505.00
17939 Total										<u>\$505.00</u>
17940	MCDERMID STEPHANIE	E	01	005	640	000	316	366	Travel	\$75.32
17940 Total										<u>\$75.32</u>
17941	MENARDS	E	01	116	810	000	000	350	Repairs Maint Serv	\$13.05
17941	MENARDS	E	01	005	810	000	000	350	Repairs Maint Serv	\$55.18
17941	MENARDS	E	01	116	810	000	000	350	Repairs Maint Serv	\$44.76
17941	MENARDS	E	03	005	760	000	720	350	Repair Supplies	\$26.98
17941	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$164.18
17941 Total										<u>\$304.15</u>
17942	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$3,406.80
17942	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$746.76
17942 Total										<u>\$4,153.56</u>
17943	MILLER LEAH	E	01	300	211	227	000	305	Consult/Fees For Svc	\$150.00
17943 Total										<u>\$150.00</u>
17944	MINER'S INC	E	01	300	211	000	320	490	Food	\$121.21
17944	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$116.23
17944	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$149.83
17944	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$33.37
17944	MINER'S INC	E	01	005	203	051	000	430	Instructional Supply	\$52.82
17944 Total										<u>\$473.46</u>
17945	MINNEAPOLIS OXYGEN COMPANY	E	01	300	255	000	000	430	Instruct Supplies	\$155.54
17945 Total										<u>\$155.54</u>
17946	MINNESOTA ENERGY RESOURCES	E	01	302	810	000	000	330	Utilities	\$114.94
17946 Total										<u>\$114.94</u>
17947	MINNESOTA NORTH COLLEGE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$63,000.00
17947	MINNESOTA NORTH COLLEGE	E	01	300	361	963	428	303	Purchased Services	\$1,752.59
17947	MINNESOTA NORTH COLLEGE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$308,661.07
17947	MINNESOTA NORTH COLLEGE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$346,549.88
17947 Total										<u>\$719,963.54</u>
17948	MINNESOTA TELECOMMUNICATIONS	E	01	116	203	000	000	320		\$1,050.00
17948	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$175.00
17948	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$554.00
17948	MINNESOTA TELECOMMUNICATIONS	E	04	500	505	000	321	320		\$77.10
17948	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$488.30
17948	MINNESOTA TELECOMMUNICATIONS	E	02	005	770	000	701	320		\$77.10

17948	MINNESOTA TELECOMMUNICATIONS	E	01	302	810	000	000	320		\$77.10
17948	MINNESOTA TELECOMMUNICATIONS	E	01	300	211	000	000	320		\$154.20
17948	MINNESOTA TELECOMMUNICATIONS	E	01	117	810	000	000	320		\$77.10
17948	MINNESOTA TELECOMMUNICATIONS	E	01	112	203	000	000	320		\$77.10
17948	MINNESOTA TELECOMMUNICATIONS	E	01	005	810	000	000	320		\$1,182.20
17948	MINNESOTA TELECOMMUNICATIONS	E	01	005	606	000	000	320		\$282.70
17948	MINNESOTA TELECOMMUNICATIONS	E	01	005	020	000	000	320		\$77.10
17948	MINNESOTA TELECOMMUNICATIONS	R	01	005	000	000	000	099	Miscellaneous	\$2,974.30
17948 Total										<u>\$7,323.30</u>
17949	MN INDIAN EDUCATION ASSOCIATION	E	01	300	211	000	320	366	Travel	\$560.00
17949	MN INDIAN EDUCATION ASSOCIATION	E	01	300	211	000	320	366	Travel	\$1,120.00
17949	MN INDIAN EDUCATION ASSOCIATION	E	01	300	211	000	320	366	Travel	\$2,240.00
17949 Total										<u>\$3,920.00</u>
17950	MN STATE HIGH SCHOOL LEAGUE	E	01	300	296	705	000	364	Entry Fees/Student Travel	\$20.00
17950 Total										<u>\$20.00</u>
17951	MYERS MAGDALEN	E	01	005	107	050	000	311	Prof Tech Services	\$1,416.00
17951	MYERS MAGDALEN	E	01	005	107	050	000	365	Transportation Chargeback	\$205.82
17951 Total										<u>\$1,621.82</u>
17952	NORTH CENTRAL INTERNATIONAL LLC	E	03	005	760	000	720	420	Repair Supplies	\$959.49
17952 Total										<u>\$959.49</u>
17953	PEP'S BAKE SHOP	E	01	300	211	000	320	490	Food	\$76.50
17953 Total										<u>\$76.50</u>
17954	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
17954	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
17954	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
17954 Total										<u>\$132.00</u>
17955	PETERSON LILIAN	E	01	300	211	227	000	305	Consult/Fees For Svc	\$100.00
17955 Total										<u>\$100.00</u>
17956	PETERSON LINDA E	E	04	701	590	000	350	311	Prof Tech Services	\$750.00
17956 Total										<u>\$750.00</u>
17957	QUADIENT FINANCE	E	01	005	105	000	000	329	Postage	\$800.00
17957 Total										<u>\$800.00</u>
17958	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	420	Repair Supplies	\$25.98
17958	RANGE AUTO PARTS COMPANY	E	01	005	810	000	000	420	Repair Supplies	\$83.32
17958	RANGE AUTO PARTS COMPANY	E	01	005	810	000	000	420	Repair Supplies	\$138.22
17958 Total										<u>\$247.52</u>
17959	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$1,526.39
17959 Total										<u>\$1,526.39</u>
17960	REGENTS UNIVERSITY OF MN	E	01	300	294	714	000	364	Entry Fees/Student Travel	\$550.00
17960 Total										<u>\$550.00</u>
17961	ROCHESTER 100 INC	E	01	112	203	000	000	401	Nicky's Communicator English Color Red SKU: 9	\$160.00
17961	ROCHESTER 100 INC	E	01	112	203	000	000	401	Nicky's Communicator English Color Yellow SKL	\$160.00
17961	ROCHESTER 100 INC	E	01	112	203	000	000	401	Nicky's Communicator English Color Orange SKI	\$160.00
17961 Total										<u>\$480.00</u>
17962	SAFELITE FULFILLMENT LLC	E	03	005	760	000	720	350	Repairs Maint Serv	\$93.00
17962 Total										<u>\$93.00</u>
17963	SCAIA KEVIN	E	01	300	294	713	000	305	Consulting Fees	\$30.00
17963	SCAIA KEVIN	E	01	300	294	713	000	305	Consulting Fees	\$190.00
17963 Total										<u>\$220.00</u>
17964	SCAN AIR FILTER INC	E	01	112	810	000	000	350	Filters Parkview	\$1,130.57
17964 Total										<u>\$1,130.57</u>
17965	SCHOOL SPECIALTY LLC	E	01	005	010	000	000	401	015795 School Smart Colored File Folders Two	\$17.67
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1500601 School Smart Smooth Paper Clips, Jun	\$25.98

17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	084472 School Smart Smooth Paperclips, 1-1/4	\$22.00
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1377029 Business Source Rubber Bands, Size 54	\$34.28
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1378210 Business Source Inches visible Tape Re	\$26.10
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1461995 3M 201 General Use Masking Tape, 1	\$90.80
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1571888 Scotch Heavy Duty Shipping Packagin	\$88.32
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1571898 Post-it Notes, 3 x 3 Inches, Canary Yell	\$50.30
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593304 Sax Colored Art Paper, 9 x 12 Inches, f	\$81.80
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	401997 Sax Colored Art Paper, 12 x 18 Inches, \	\$347.50
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593311 Sax Colored Art Paper, 9 x 12 Inches, (\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593302 Sax Colored Art Paper, 9 x 12 Inches, \	\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	402021 Sax Colored Art Paper, 12 x 18 Inches, f	\$69.50
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593313 Sax Colored Art Paper, 9 x 12 Inches, \	\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	402008 Sax Colored Art Paper, 12 x 18 Inches, (\$69.50
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593307 Sax Colored Art Paper, 9 x 12 Inches, S	\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593306 Sax Colored Art Paper, 9 x 12 Inches, \	\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593305 Sax Colored Art Paper, 9 x 12 Inches, f	\$61.35
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593316 Sax Colored Art Paper, 9 x 12 Inches, f	\$81.80
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	1593308 Sax Colored Art Paper, 9 x 12 Inches, f	\$40.90
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002427 School Smart Washable Finger Paint,	\$70.74
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002432 School Smart Washable Finger Paint,	\$39.30
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002425 School Smart Washable Finger Paint,	\$110.04
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002430 School Smart Washable Finger Paint,	\$70.74
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002431 School Smart Washable Finger Paint,	\$86.46
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002428 School Smart Washable Finger Paint,	\$62.88
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002422 School Smart Washable Finger Paint,	\$141.48
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002426 School Smart Washable Finger Paint,	\$23.58
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2002429 School Smart Washable Finger Paint,	\$70.74
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	015741 School Smart Manila File Folders, Lette	\$9.88
17965	SCHOOL SPECIALTY LLC	E	01	112	203	000	000	401	2147346 School Smart Removable Self-Stick Ad	\$13.90
17965 Total									<u>\$2,012.04</u>	
17966	SNICKERS PIZZA	E	01	005	203	051	000	430	Instructional Supply	\$241.00
17966 Total									<u>\$241.00</u>	
17967	SQUIRES, WALDSPURGER & MACE PA	E	01	005	150	000	000	311	Prof Tech Services	\$2,293.00
17967 Total									<u>\$2,293.00</u>	
17968	ST FRANCIS HIGH SCHOOL	E	01	300	294	714	000	364		\$100.00
17968	ST FRANCIS HIGH SCHOOL	E	01	300	296	714	000	364		\$100.00
17968 Total									<u>\$200.00</u>	
17969	STUBBS TERESE	E	03	005	750	000	720	311	Prof Tech Services	\$150.00
17969 Total									<u>\$150.00</u>	
17970	TACONITE TIRE SERVICE	E	03	005	760	000	720	350	Repairs Maint Serv	\$92.98
17970	TACONITE TIRE SERVICE	E	03	005	760	000	720	350	Repairs Maint Serv	\$76.99
17970 Total									<u>\$169.97</u>	
17971	TEACHERS ON CALL	E	04	500	581	000	344	305	Subs	\$194.78
17971	TEACHERS ON CALL	E	01	101	203	000	000	305	Subs	\$2,421.76
17971	TEACHERS ON CALL	E	01	116	420	000	740	307	Subs	\$1,324.49
17971	TEACHERS ON CALL	E	01	116	420	000	740	307	Subs	\$1,402.41
17971	TEACHERS ON CALL	E	04	500	581	000	344	305	Subs	\$175.30
17971	TEACHERS ON CALL	E	01	112	203	000	000	305	Subs	\$954.42
17971	TEACHERS ON CALL	E	01	300	211	949	000	305	Subs	\$175.30
17971	TEACHERS ON CALL	E	01	300	420	000	740	307	Subs	\$194.78
17971	TEACHERS ON CALL	E	01	300	211	000	000	305	Subs	\$2,298.40
17971	TEACHERS ON CALL	E	01	116	420	000	740	307	North Star Paras	\$407.66
17971	TEACHERS ON CALL	E	04	500	581	000	344	305	Parkview ECFE/SR Paras	\$687.51

17971	TEACHERS ON CALL	E 01 112 420 000 740 307	Parkview Paras	\$779.35
17971	TEACHERS ON CALL	E 01 300 420 000 740 307	Rock Ridge High School Paras	\$983.19
17971 Total				<u>\$11,999.35</u>
17972	TRIMARK INDUSTRIAL	E 01 005 810 000 000 410	Custodial Supplies	\$421.75
17972 Total				<u>\$421.75</u>
17973	UHL COMPANY INC	E 01 300 810 000 000 350	Boiler issues RRHS	\$1,663.59
17973 Total				<u>\$1,663.59</u>
17974	UNITED TRUCK BODY	E 03 005 760 000 720 350	Repairs Maint Serv	\$49.00
17974 Total				<u>\$49.00</u>
17975	UTILITY SYSTEMS OF AMERICA	E 01 005 810 000 000 350	March/April snow plowing/removal	\$7,726.00
17975 Total				<u>\$7,726.00</u>
17976	VOSS ROBERT	E 03 005 760 000 720 350	Repairs Maint Serv	\$69.00
17976 Total				<u>\$69.00</u>
17977	W A FISHER COMPANY	E 01 005 105 000 000 401	General Supplies	\$135.00
17977	W A FISHER COMPANY	E 01 005 105 000 000 401	General Supplies	\$95.00
17977	W A FISHER COMPANY	E 01 005 107 050 000 401	General Supplies	\$960.00
17977	W A FISHER COMPANY	E 01 005 105 000 000 401	General Supplies	\$252.00
17977	W A FISHER COMPANY	E 01 300 211 000 320 430	Instruct Supplies	\$265.00
17977 Total				<u>\$1,707.00</u>
17978	WESTBY JODI	E 01 005 010 000 000 366	Travel	\$372.45
17978 Total				<u>\$372.45</u>
17979	WIIRRE DEBBIE	E 01 005 110 000 000 329	Postage	\$19.36
17979 Total				<u>\$19.36</u>
17980	WILDERNESS HEALTH INC	E 01 300 361 000 475 303	Purchased Services	\$500.00
17980	WILDERNESS HEALTH INC	E 01 300 361 000 475 303	Purchased Services	\$1,250.00
17980 Total				<u>\$1,750.00</u>
291317-291318	PAYROLL 06/13/25			\$1,121,310.94
	OASDI			\$67,491.57
	MEDICARE			\$15,788.64
	PERA			\$22,063.01
	TRA			\$61,084.25
	TSA MATCH			\$5,452.57
			TOTAL DISBURSEMENTS & PAYROLL	<u>\$3,052,263.23</u>

Seconded by

that the above resolution be adopted.

Resolution adopted June 23, 2025.

Clerk

Chairperson



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 27, 2020

Revised: January 10, 2022

Revised: February 12, 2024

Revised: November 25, 2024

Revised: _____

413 HARASSMENT AND VIOLENCE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence

upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.

- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications

1. "Disability" means, with respect to an individual who
 - a. **has** a physical sensory or mental impairment that materially limits one or more major life activities of such individual;

- b. has a record of such an impairment; ~~or~~
 - c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. “Familial status” means the condition of one or more minors having legal status or custody with:
- a. the minor’s parent or parents or the minor’s legal guardian or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

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

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

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

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

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Policy 102 (Equal Educational Opportunity)
Policy 401 (Equal Employment Opportunity)
Policy 402 (Disability Nondiscrimination Policy)

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



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: December 14, 2020

Revised: January 10, 2022

Revised: September 25, 2023

Revised: November 25, 2024

Revised: _____

425 STAFF DEVELOPMENT AND MENTORING

I. PURPOSE

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

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

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

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

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

1. Members of the Site Professional Development Teams will be appointed by the school **board administration**. Team members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school **board administration** shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.

2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

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

We see...

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

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

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

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

- c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis* the extent to which staff at the site have met the outcomes of the Staff Development Plan.

- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

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

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special

education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes section 122A.61.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds, or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 - 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in

the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

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

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may

also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.

- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.
- E. For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for paraprofessional test materials and testing fees for any paraprofessional employed by the school district during the 2023-2024 school year who has not yet successfully completed the paraprofessional assessment or met the requirements of the paraprofessional competency grid.

VIII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).
 - 3. The report will be signed by the superintendent and staff development chair.
- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff

development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

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

Cross References: None.



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: November 25, 2024

Revised: _____

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

~~A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.~~

A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.

B. Students who believe their right to free expression has been unreasonably restricted in a school-sponsored activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.

1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.

2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.

B. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, “material and substantial disruption” is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

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

- C. “Minor” means any person under the age of eighteen (18).
- D. “Obscene to minors” means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. “School activities” means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. “School-sponsored media” means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;

2. distributed or generally made available to students in the school; and
3. prepared by a student journalist under the supervision of a student media adviser.

School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

- G. “Student journalist” means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. “Student media adviser” means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in an school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
 2. is defamatory;
 3. is profane, harassing, threatening, or intimidating;
 4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a

policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;

8. advertises or promotes any product or service not permitted for minors by law;
 9. ~~expresses or~~ advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

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

1. Time

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

2. Place

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

3. Manner

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

V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

Legal References: U. S. Const., amend. I
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



Rock Ridge Public
Schools
1405 Progress
Parkway
Virginia, MN 55792

Adopted: November 9, 2020

Revised: January 9, 2023

Revised: _____

516 STUDENT MEDICATION **AND TELEHEALTH**

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering all medications to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require **prescribed drugs or medication or telehealth to be administered** during the school day. The school district's licensed school nurse (LSN), registered nurse (RN), licensed practical nurse (LPN) or other non-licensed district employee as delegated by either the district's LSN or RN will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. **DRUG AND MEDICATION REQUIREMENTS**

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. **Administration of Drugs and Medicine**

1. The administration of medications at school requires (1)written or oral authorization of the student's parent/legal guardian **and physician/licensed healthcare provider**. If the parent's / legal guardian's authorization is oral then the oral authorization must be reduced to writing within two school days. **Prescribed** Medication shall be administered to and taken by only the person for whom the **prescription has been written medication has been prescribed, and (2) the written order of a physician/licensed health care prescriber**. The physician/licensed prescriber medication order must be received in writing within two school days provided that the school district may rely on parent written request until prescribing health care provider's medication orders are received.
2. A "General Medication Administration Form" must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as

used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.

3. All medication must come to school in the original container and must be consistent with the instructions on the label and prescription medication must be labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
4. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
5. The school nurse may request to receive further information about the medication, if needed, prior to administration of the substance.
6. Medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler, epi-pens used for treatment of anaphylaxis, over the counter (OTC) medications for grades 7-12 only, and other medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
7. Self-Carrying and Self-Administration of Prescription Medication:

The district "Medication Authorization to Self-Administer" form must be completed and renewed annually by the parent/legal guardian and physician/licensed health care prescriber. Completion of this form will allow a student to responsibly carry medications for self-administration (see Minnesota Statutes Chapters 121A.22, 121A.2205, 121A.221 and 121A.222, and Wheeler, 2004). This authorization is renewed each school year.

Emergency Prescription medications such as asthma medications administered with an inhaler, epinephrine auto-injectors as prescribed for severe allergy treatment and other prescription medications noted in a written agreement between the school district and the parent or as specified in an IEP (Individualized Education Program), Section 504 Plan, or IHP (Individual Health Plan) require both (1) prescribing health care provider and (2) guardian written consent to self-carry medication.

8. Self-Carrying and Self-Administration of Non-Prescription Medication:

(No request for self-carrying or self-administration will be honored if dosage exceeds the recommendations on the manufacturer's label.)

According to MS Chapter 121A.222, a secondary student (grade 7-12) may possess and use non-prescription pain relief in a manner consistent with the labeling if the district has parental or legal guardian authorization. However, this law does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.

The district "Authorization to Self-Administer" form must be completed and renewed annually by both the parent/legal guardian and physician / licensed prescriber.

The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

9. Self-Carry Self-administration Student Safety:
 - a. The LSN/RN, in consultation with the parent/legal guardian and physician/licensed health care prescriber, needs to evaluate the student's health status and abilities for safe self-administration of prescription and non-prescription medications, observe the student's self-administration at school, and communicate with the parent/legal guardian about any medication administration difficulties or successes.
 - b. In the case of a disagreement regarding a student's self-carrying and self-administration of medication, a meeting should be held among all those involved to sort out differences of opinion and develop a plan, keeping as a priority the student's educational goals and health safety.
10. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
11. The school nurse, or other designated person, shall be responsible for documentation of medication administered.
12. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a licensed school nurse,

RN, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy. Medical Treatments and health functions fall under the same guidelines as the medication policy including but not limited to catheterization, tracheostomy suctioning, gastrostomy feedings, and diabetic cares.

13. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings require (1) parent/Guardian written consent (2) physician/licensed prescribers orders.
14. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
15. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent/guardian is responsible to inform the school health services of their student's medical needs. If emergency medication is needed, it will be provided by the parent/guardian and an individual written health plan will be developed and implemented, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have access to epinephrine auto-injectors, as provided by the parent/guardian, in close proximity to the student during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

16. A student may possess cough drops/lozenges and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.
17. "Parent" for students 18 years old or older is the student.
18. The District and District staff may not purchase or have a supply of any OTC medications to administer to students.
19. Parents/guardians are responsible for provision of individual student medication.

B. Administration of Drugs and Medicine Exclusions

1. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay; and,
2. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law.

C. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (~~Hiring of Health Personnel~~ School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)

[Minn. Stat. § 148.171 \(Definitions; Title\)](#)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.01 (Definitions)

Minn. Stat. § 152.22 (Definitions)

Minn. Stat. § 152.23 (Limitations)

[Minn. Rule 8710.6100 \(School Nurse\)](#)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 418 (Drug-Free Workplace/Drug-Free School)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: October 24, 2022

Revised: _____

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the ~~perpetrator or parent, legal custodian, guardian, or school district official~~ alleged offender and may take place prior to any interviews of the alleged offender.

[NOTE: This change is found in Minnesota Statutes, section 260E.22.]

- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.
- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.
- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 515 (Protection and Privacy of Pupil Records)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 8, 2024

Revised: _____

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.991, 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.

[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____.]

- 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.

[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy. Please note the new 2024 law in Article IV regarding administration of selection and reconsideration procedures.]

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.

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;
2. an individual with a master's degree in library science or library and information science; or
3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
3. compliance with state or federal law.

[NOTE: In 2024, the Minnesota legislature enacted a new law—Minnesota Statutes 134.51--that includes the new provisions above.]

[NOTE: Minnesota Statutes, section 134.51, cited above, recognizes the school board's authority to make decisions regarding library materials. Through adoption of this policy, the school board delegates selection and reconsideration of library materials decision making as set forth in this policy.]

V. 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.

[NOTE: The school board may choose to delete Paragraph E.]

VI. 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.

VII. 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.

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

- 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.991 (Public School Libraries and Media Centers)
[Minn. Stat. § 134.51 \(Access to Library Materials and Rights Protected\)](#)
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)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: October 24, 2022

Revised: November 25, 2024

Revised: _____

614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

The purpose of this policy is to set forth the school district's testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.

III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION

A. Superintendent

1. Responsibilities before testing.

- a. Designate a district assessment coordinator and district technology coordinator.
- b. The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
- c. Annually review and recertify staff who have access to MDE secure systems.
- d. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- e. Establish a culture of academic integrity.
- f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g. Ensure student information is current and accurate.

- h. Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
 - i. Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
 - j. Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.
 - k. Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
 - l. Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.
2. Responsibilities after testing.
- a. Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
 - b. Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
 - c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.
 - d. Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
 - e. Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
 - f. Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

- 1. Responsibilities before testing.

- a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
- b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
 - (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
- d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
- e. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
- f. Establish district testing schedule within the testing windows specified by the MDE and service providers.
- g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
- h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - (1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - (2) Verify staff complete any and all test-specific training.

- i. Maintain security of test content, test materials, and record of all staff involved.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - j. Confirm that all students have appropriate test materials.
2. Responsibilities on testing day(s).
- a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
 - d. Address invalidations and test or accountability codes.
3. Responsibilities after testing.
- a. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
 - b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
 - c. Return secure test materials as outlined in applicable manuals and resources.

- d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
- e. Review student assessment data and resolve any issues.
- f. Distribute Individual Student Reports no later than fall parent/teacher conferences.
- g. Enter Graduation Requirements Records in the GRR system.

C. School Principal

- 1. Responsibilities before testing.
 - a. Designate a school assessment coordinator and technology coordinator for the building.
 - b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
 - c. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.
 - e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
 - f. Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.
 - g. Verify that all test monitors and test administrators receive proper training for test administration.
 - h. Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
 - i. Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
- 2. Responsibilities on testing day(s).

- a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
3. Responsibilities after testing.
- a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
 - b. Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing.
 - a. Implement test administration and test security policies and procedures.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
 - e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.

- f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
 - g. Maintain security of test content and test materials.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - (4) Identify need for additional test materials to district assessment coordinator.
 - (5) Provide MTAS student data collection forms if necessary.
 - (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
 - (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.
2. Responsibilities on testing day(s).
- a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
 - b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.

- c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
 - d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
 - e. Report testing irregularities to district assessment coordinator using the *Test Administration Report*.
 - f. Report security breaches to the district assessment coordinator as soon as possible.
3. Responsibilities after testing.
- a. Ensure that all paper test materials are kept locked and secure and security checklists completed.
 - b. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
 - c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
 - d. Return secure test materials as outlined in applicable manuals and resources.
 - e. Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
 - f. Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

- 1. Ensure that district is prepared for online test administration and provide technical support to district staff.
- 2. Acquire all necessary user identifications and passwords.
- 3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- 4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- 5. Attend district training and any service provider technology training.

6. Review, use, and be familiar with all service provider technical documentation.
7. Prepare computers and devices for online testing.
8. Confirm site readiness.
9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend trainings related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
 - e. Be knowledgeable regarding student accommodations.
 - f. Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
 - a. Before test.
 - (1) Receive and maintain security of test materials.
 - (2) Verify that all test materials are received.
 - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.
 - (4) Verify student testing tickets and appropriate allowable materials.

- (5) Assign numbered test books to individual students.
- (6) Complete information as directed.
- (7) Record extra test materials.

b. During test.

- (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
- (2) Follow all directions and scripts exactly.
- (3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.
- (4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.
- (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
- (6) Do not review, discuss, capture, email, post, or share test content in any format.
- (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
- (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- (10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.
- (11) Report any possible security breaches as soon as possible.

c. After test.

- (1) Follow directions and scripts exactly.
- (2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
- (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend trainings related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
 - e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.
2. Responsibility on testing day(s).
 - a. Before the test.
 - (1) Maintain security of materials.
 - (2) Confirm appropriate MTAS materials are available and prepared for student.
 - b. During the test.
 - (1) Administer each task to each student and record the score.
 - (2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.
 - (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

- (4) Document and report any unusual circumstances to district or school assessment coordinator.
- c. After the test.
 - (1) Keep materials secure.
 - (2) Return all materials.
 - (3) Return objects and manipulatives to classroom.
 - (4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

- 1. Responsibilities before testing.
 - a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
 - b. Ensure English language and special education designations are current and correct for students testing based on those designations.
 - c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.
- 2. Responsibilities after testing.
 - a. Ensure accurate enrollment of students in schools during the accountability windows.
 - b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
 - c. Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. TEST SECURITY

- A. Test Security Procedures will be adopted by school district administration.

B. Students will be informed of the following:

1. The importance of test security;
2. Expectation that students will keep test content secure;
3. Expectation that students will act with honesty and integrity during test administration;
4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

C. Staff will be informed of the following:

1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
2. Other contact information and options for reporting security concerns.

V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:

1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
8. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
9. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

~~VI. RETALIATION PROHIBITED~~

~~An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering assessments under this section is protected under section 181.932, governing disclosure of information by employees.~~

Legal References: Minn. Stat. § 13.34 (Examination Data)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.36, Subd. 2 (School Accountability)
Minn. Rules Parts 3501.0640-3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: Policy 601 (School District Curriculum and Instruction Goals)
Policy 613 (Graduation Requirements)
Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
Policy 616 (School District System Accountability)
Minnesota PearsonAccess Next Resources and Forms:
<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 25, 2023

Revised: _____

621 LITERACY AND THE READ ACT

[NOTE: The 2024 Minnesota legislature renumbered the Read Act statutes to 120B.118 and 120B.119.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.

- E. “Literacy lead” means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. “Multitiered system of support” or “MTSS” means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student’s needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. “Oral language,” also called “spoken language,” includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. “Phonemic awareness” means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. “Phonics instruction” means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. “Progress monitoring” means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. “Reading comprehension” means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional

thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

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

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

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

- D. The school district may not use this section to deny a student’s right to a special education evaluation.

V. IDENTIFICATION AND REPORT

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

2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or

guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner ~~of MDE~~ by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

- a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner ~~of MDE~~ using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

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

Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 - 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 - 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 - 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and
 - 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

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

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: February, 27, 2023

Revised: _____

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.

- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the **Minnesota** Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes section, 123B.10.
- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school

year may not be encumbered prior to budget adoption unless specifically approved by the school board.

- E. The school district shall make such reports to the ~~Minnesota~~ Commissioner of ~~Education~~ as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: Policy 701.1 (Modification of School District Budget)
Policy 702 (Accounting)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: February 27, 2023

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704 FIXED ASSETS DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) with a capitalization level that equals or exceeds \$5,000. Group purchases for technology, furniture, or other equipment that is purchased as a per quantity that otherwise may be below the individual item threshold, the total threshold is \$25,000. ~~In addition,~~ The inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and Nonschool Purposes; Closings)

[GASB Implementation Guide 2021-1](#)

Cross References: Policy 702 (Accounting)



Rock Ridge Public
Schools
1405 Progress

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Revised: November 14, 2022

Revised: November 25, 2024

Revised: _____

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

I. PURPOSE

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

II. DEFINITIONS

- A. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).
- B. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- C. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- D. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or ~~\$~~10,000.
- E. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or
- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

F. Grants

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

G. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48

Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).

2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$175,000 (periodically adjusted for inflation).

[NOTE: Despite the federal government’s increase in the dollar cap for small purchases, Minnesota law limits the cap to \$175,000.]

3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

- J. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- K. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

A. Employee Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the

school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

B. Organizational Conflicts of Interest

The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policies.

IV. ACCEPTABLE METHODS OF PROCUREMENT

A. General Procurement Standards

The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are ~~used when possible~~ considered.

H. Methods of Procurement

The school district must use one of the following methods of procurement:

- 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
- 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- 3. Procurement by sealed bids (formal advertising).
- 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures

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

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition

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

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

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

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

A. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements.

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

- 1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and
3. other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 CFR 200.303, which establishes internal controls that the school district must implement.]

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the

time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

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

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

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

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

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

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

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 Code of Federal Regulations Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;
 7. Employee morale, health, and welfare costs;
 8. Equipment and other capital expenditures;
 9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

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

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;

7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

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

F. Federal Cost Principles

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

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

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional

services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

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

I. Training

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

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

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the

commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the Federal agency, the agency’s Office of Inspector General, and pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

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

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

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of “direct cost” in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district’s reimbursement policy.
 - F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district’s non-federally funded activities and in accordance with the school district’s reimbursement policies.

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

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

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

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

1. A direct result of the individual’s travel for the federal award;
2. Consistent with the school district’s documented travel policy for all school district travel; and
3. Only temporary during the travel period.

Legal References: 2 C.F.R. § 200.1~~2~~ (Definitions: Capital Assets)
 2 C.F.R. § 200.112 (Conflict of Interest)
 2 C.F.R. § 200.113 (Mandatory Disclosures)
 2 C.F.R. § 200.205~~(d)~~ (Federal Awarding Agency Review of ~~Risk Posed by Applicants~~ Merit of Proposals)
 2 C.F.R. § 200.214 (Suspension and Debarment)
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)

2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (~~Federally-owned and Exempt Real~~ Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses,
Women’s Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

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



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

[NOTE: School board adoption of a policy regarding a predatory offender notification is discretionary. Minnesota Statutes, section 244.052 imposes duties on law enforcement agencies but does not impose mandatory notification duties on school districts except as set forth in Paragraph IV.B.6., below.]

I. PURPOSE

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.
- D. Minnesota Statutes, section 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.

[NOTE: Paragraph D had appeared in the Definitions article below.]

III. DEFINITIONS

- A. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. § 13.87)
- B. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release.
- C. “Notification or Disclosure by Law Enforcement Agency”
 - 1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
 - 2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
 - 3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.
- D. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender’s residence.
 - 1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
 - 2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- E. “Risk Level Assessment” is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of

experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification.

F. “Risk Levels”

1. “Level I” – Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of reoffense.
2. “Level II” – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
3. “Level III” – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.

IV. PROCEDURES

A. Level II Notification

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district’s care while they are on or near the school district’s premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender’s residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact

sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.

5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

[NOTE: The Minnesota Department of Administration issued an opinion confirming that the Predatory Offender Fact Sheet contains private data or not public data. However, it is the department's opinion that a school district may release any information contained in the notification to anyone, including staff, students, parents, and guardians, if it determines that the release of data will help secure the school or protect students.]

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.
3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the

procedures specified above, the school district shall follow the procedures outlined for a Level II notification.

6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 244.052 (~~Community Notification~~ Predatory Offenders; Notice)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 16901 *et seq.* (~~Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program~~ Jacob Wetterling, Megan Nicole Kanka, and Pam Lychner Sex Offender Registration and Notification Program)
Dept. of Admin. Advisory Op. No. 98-004

Cross References: Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 903 (Visitors to School District Buildings and Sites)



Rock Ridge Public Schools

1405 Progress Parkway

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524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

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

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

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

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

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

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

VI. FILTER

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

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

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

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

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

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

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

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

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

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;
 - 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 - 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
 - 1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 - 2. the activity is permitted under a judicial warrant;

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

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

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

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

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
- Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
- Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 514 (Bullying Prohibition Policy)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 519 (Interviews of Students by Outside Agencies)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
Policy 603 (Curriculum Development)
Policy 604 (Instructional Curriculum)
Policy 606 (Textbooks and Instructional Materials)

Policy 806 (Crisis Management Policy)
Policy 904 (Distribution of Materials on School District Property by
Nonschool Persons)



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 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

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

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

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

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

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

VI. FILTER

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

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

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

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

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

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

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

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

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

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;
 - 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 - 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
 - 1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 - 2. the activity is permitted under a judicial warrant;

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

~~XV. — CELL PHONE USE~~

~~The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.~~

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

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

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
~~Minn. Stat. § 121A.73 (School Cell Phone Policy)~~
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

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

Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: _____

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

PURPOSE

The objective of this policy is to support the school district's focus on learning in alignment with the district's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

- A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.
- B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.
- C. "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.
- D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.
- E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.

- F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

- 1. _____
- 2. Elementary Schools (K-5)
 - a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.
 - b. All personal electronic communication devices shall be kept in designated areas and turned off.
- 3. Middle Schools/Junior High Schools
- 4. High Schools (9-12)
 - a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.
 - b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.
 - c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times and lunch periods; however, such use is discouraged.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.
2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

V. EXCEPTIONS

- A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.
- B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.
- C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.
- D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own

devices, or provided free of charge to students who do not use their own devices for curriculum.

- E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.
- F. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

- A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.
- B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.
- C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.
- D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.
- E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.
- F. Apply discipline as provided under school district policies and as appropriate.
- G. Other (insert as needed).

VII. SCHOOL DISTRICT RESPONSIBILITY

- A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.
- B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)

Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)
Away for the Day (www.awayfortheday.org)
MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

ROCK RIDGE ISD 2909 BUDGET BY FUND

As presented on June 23, 2025

		<u>Revenue</u>			
		<u>2024-2025</u>	<u>2025-2026</u>		
		<u>Budget</u>	<u>Proposed</u>	<u>Change</u>	<u>%</u>
Fund 01/03/05	General Fund	\$35,847,166	\$36,570,193	\$723,027	2.0%
Fund 02	Food Service	\$1,669,729	\$1,710,274	\$40,545	2.4%
Fund 04	Community Ed	\$1,185,176	\$1,146,081	(\$39,095)	-3.3%
Fund 07	Debt Service	\$12,614,915	\$12,648,096	\$33,181	0.3%
Fund 08	Scholarships	\$4,000	\$4,000	\$0	0.0%
Fund 45	OPEB	\$140,000	\$140,000	\$0	0.0%
Fund 47	OPEB Debt	\$856,529	\$495,571	(\$360,958)	-42.1%
	All Funds	\$52,317,515	\$52,714,215	\$396,700	0.8%

		<u>Expenditures</u>			
		<u>2024-2025</u>	<u>2025-2026</u>		
		<u>Budget</u>	<u>Proposed</u>	<u>Change</u>	<u>%</u>
Fund 01/03/05	General Fund	\$36,806,820	\$37,210,949	\$404,129	1.1%
Fund 02	Food Service	\$1,669,729	\$1,710,274	\$40,545	2.4%
Fund 04	Community Ed	\$1,318,177	\$1,127,328	(\$190,849)	-14.5%
Fund 07	Debt Service	\$12,678,140	\$12,488,400	(\$189,740)	-1.5%
Fund 08	Scholarships	\$7,150	\$7,150	\$0	0.0%
Fund 45	OPEB	\$40,000	\$41,000	\$1,000	2.5%
Fund 47	OPEB Debt	\$777,526	\$543,270	(\$234,256)	-30.1%
	All Funds	\$53,297,542	\$53,128,371	(\$169,171)	-0.3%

		<u>Net</u>	
		<u>2024-2025</u>	<u>2025-2026</u>
		<u>Budget</u>	<u>Proposed</u>
Fund 01/03/05	General Fund	(\$959,654)	(\$640,756)
Fund 02	Food Service	\$0	\$0
Fund 04	Community Ed	(\$133,001)	\$18,753
Fund 07	Debt Service	(\$63,225)	\$159,696
Fund 08	Scholarships	(\$3,150)	(\$3,150)
Fund 45	OPEB	\$100,000	\$99,000
Fund 47	OPEB Debt	\$79,003	(\$47,699)
	All Funds	(\$980,027)	(\$414,156)

Rock Ridge Public Schools
Insurance - 25-26

Property & Liability Insurance		Quote
Liberty Mutual	Declined to quote	
Hanover	Declined to quote	
EMC		438,870.45
Wright		417,724.95
Workers Compensation		Quote
Am Trust - (package with Wright for Work Comp)	Declined to quote	
RAM Mutual		100,884.00
SFM - State Fund Mutual		97,805.00

Rock Ridge Public Schools
Insurance - 25-26

Property & Liability Insurance		Quote
Liberty Mutual	Declined to quote	
Hanover	Declined to quote	
EMC		438,870.45
Wright		417,724.95
Workers Compensation		Quote
Am Trust - (package with Wright for Work Comp)	Declined to quote	
RAM Mutual		100,884.00
SFM - State Fund Mutual		97,805.00

School Food Authority (SFA) Procurement Procedures Template

2 CFR 200.318 requires SFAs to maintain and use documented procedures for procurement transactions under a federal award or subaward. An SFA who fills out and completes this document will satisfy the requirements for 2 CFR 200.318.

A document with incomplete steps and information will not satisfy the 2 CFR 200.318 requirement, and the document will need to be revised.

Any questions about federal procurement requirements pertaining to the National School Lunch Program should be forwarded to mde.FSMC@state.mn.us.

Oversight of contractors: Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also 200.501(h).

Procurement Procedures for U.S. Department of Agriculture (USDA) Child Nutrition Programs

Rock Ridge Public Schools

The procurement procedures contained on the following pages 4 through 16 will be implemented beginning June 23, 2025 until amended. All procurements must maximize full and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability and the allocation of costs.

The Rock Ridge Public Schools intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

Chairman, School Board

Date

Superintendent/Executive Director of School

Date

Conflicts of Interest

No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

However, the Rock Ridge Public Schools has set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of \$5.00.

Violations of the standards set in this document may result in disciplinary actions including up to and including termination.

If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture Office
of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

The procurement methods to be used (micro-purchase, small purchase, formal, and their dollar thresholds)

Required: Micro Purchasing: Threshold of \$10,000

Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in [2 CFR 200.1](#). To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to purchase or entering agreement
- Upon quotation

The sponsoring authority's appointed officials will ensure compliance in Micro Purchasing in the following way(s):

- At least two quotations so far as practicable
- Open market
- Best value contracting

Required: Small Purchasing: Threshold \$25,000 (Higher than micro threshold but less than: \$175,000 or less for public sponsoring authorities/organizations; \$250,000 or less for nonpublic sponsoring authorities/organizations)

The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the Simplified Acquisition Threshold (SAT). Price or rate quotations must be obtained from an adequate number (**at least two**) of qualified sources. Purchase is awarded to the bidder whose bid/price conforms with all the material terms and conditions and is the lowest in price.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to sending requests for proposals

The sponsoring authority's appointed officials will ensure compliance in Small Purchasing in the following way(s):

- Sealed bids
- Direct negotiation
- Best value contracting

Required Formal Procurement: Threshold \$175,000 (\$175,000 or less for public sponsoring authorities; \$250,000 or less for nonpublic sponsoring authorities/organizations)

All Food Service Management Company (FSMC) procurement must be completed as formal procurement regardless of the size of the contract.

Sponsoring Authorities are responsible for ensuring that the required contract provisions are in the final contract:

- Contract provisions as required in Appendix II to 2 CFR 200;
- Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- Contract provisions as required in 7 CFR 210.16(a) (1-10) and 7 CFR 250.53 for food service management company contracts.

There are two methods a sponsoring authority can choose to utilize: Invitation for Bid (IFB) or Request for Proposal (RFP)

IFBs: When utilizing the IFB method, bids are publicly solicited (once per week for two weeks) through an invitation. A firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. For sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available.
- Two or more responsible bidders have been identified as willing and able to compete effectively for the business.
- The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can be made principally based on price.

IFB timeline and steps:

- Perform a Cost/Price Analysis: Research current market conditions.
- Develop specifications for the purchase.
- Identify potential suppliers to contact.
- Publish the Invitation for Bid (IFB) opportunity and provide the IFB to all interested suppliers.
- Complete a public notification of the IFB opportunity at least once per week for two weeks if purchase price is above SAT.
- Ensure the IFB is directly mailed or emailed to at least two suppliers.
- Hold a pre-bid meeting: Must be at least two weeks prior to Proposal due date.
- Offer an appropriate Question and Answer timeframe (the week following the pre-bid meeting): All questions and answers need be provided to all bidders in writing.
- Timestamp bids as they are received.
- Open bids publicly on the specified date and time.
- Award contract to lowest priced responsive and responsible bidder.
- Maintain documentation from all bidders and IFB Process.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to sending bid requests

The sponsoring authority's appointed officials will ensure compliance in its IFB processes in the following way(s):

- Sealed bids solicited by public notice
- Best value contracting

RFPs:

This procurement method is used when conditions are not appropriate for entertaining sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. The contract is awarded in accordance with the following requirements:

- Requests for proposals require public notice via local newspaper (at least once per week for two weeks), and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities (**at least two**). To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
- Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors.

RFP Timeline:

- Perform a Cost/Price Analysis: Research current market conditions.
- Develop product and technical specifications for the purchase.
- Develop evaluation criteria.
- Identify potential suppliers to contact.
- Publish the Request for Proposal (RFP) opportunity and provide the RFP to all interested suppliers.
- Public notification of the bid opportunity is required for at least once per week for two weeks if above SAT.
- A Sponsoring Authority's RFP may also be posted on its website but must be directly mailed or emailed to at least two suppliers.
- Hold a pre-proposal meeting at least two weeks prior to the proposal due date.
- Question and Answer timeframe (the week following the pre-proposal meeting): All questions and answers need be provided to all bidders in writing.
- Timestamp proposals as they are received.
- Evaluate all RFP's received by the due date and time. Evaluation should be completed by at least three different persons.
- Negotiation with top scoring proposal is allowed.
- Award contract to the most advantageous proposal.
- Maintain documentation from all bidders and RFP Process.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to expiration of current contract

The sponsoring authority's appointed officials will ensure compliance in its RFP processes in the following way(s):

- Following the guidelines above and those provided by Minnesota Department of Education

Noncompetitive Proposal Procedures:

If items are available only from a single source when the award of a contract is not feasible under small purchase or formal procurement, noncompetitive proposal procedures can be used.

- Written Specifications will be prepared and provided to the vendor.
- The Business Manager will be responsible for the documentation of records demonstrating the decision to use the non-competitive proposal.
- The Business Manager will be responsible for documentation that the actual product of service specified was received.
- The Business Manager will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive proposals are met.

Required Action: Costs incurred must be necessary and cost-effective.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to receiving quotation

The sponsoring authority's appointed officials will ensure that costs incurred are necessary and cost-effective in the following way(s):

- Controls in place to ensure each major purchase is discussed
- A need must be demonstrated to administration

Required Action: Avoid the acquisition of unnecessary or duplicative items.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to receiving quotation

The sponsoring authority's appointed officials will ensure the organization avoids the acquisition of unnecessary or duplicative items by doing the following:

- Controls in place to ensure each major purchase is discussed
- A need must be demonstrated to administration

Required Action: Procurement transactions must provide full and open competition.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to quotation

The sponsoring authority's appointed officials will ensure that procurement transactions provide full and open competition by doing the following:

- Following recommended procurement guidelines
- Receiving multiple quotes
- Providing proper public advertising

Required Action: SFA must maintain records sufficient to detail the history of procurement. Minimum of three years after final payment.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Following the successful award of a bid/quote

The sponsoring authority's appointed officials will ensure they maintain records sufficient to detail the history of procurement by doing the following:

- The district follows the record retention policies of the State of Minnesota Department of Administration

Required Action: Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to quotation

The sponsoring authority's appointed officials will ensure solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured by taking the following actions:

- Analysis of technical requirements prior to quotation

Required Action: Solicitations must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to quotation

The sponsoring authority's appointed officials will ensure that solicitations identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals by taking the following actions:

- Analysis of requirements prior to quotation

Buy American:

School food authorities (SFAs) must purchase domestic agricultural commodities and food products. For foods that are unprocessed, the agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume. A domestic creditable food component is the portion that counts toward a reimbursable school meal (meats/meat alternates, grains, vegetables, fruits, and fluid milk).

SFA requires suppliers to attest that their final food products are either 100 percent domestic commodities or a food product containing over 51 percent domestic food components, by weight or volume.

The limit on the percent of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in SY 2025-26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent.

SFA requires suppliers to document the consideration of domestic alternative foods before approving an exception. When an exception is approved, SFA requires suppliers to document and demonstrate one of the following:

- The product is listed on the Federal Acquisitions Regulations Non-available
- The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the cost of a United States food or food product is significantly higher than the non- domestic product.

The following sponsoring authority officials are responsible for ensuring compliance (Positions/Titles):

- Superintendent
- Business Manager
- Supervisor of Maintenance

The sponsoring authority's appointed officials will ensure compliance at the following time(s):

- Prior to quotation

The sponsoring authority's appointed officials will ensure that the SFA adheres to Buy American by doing the following:

- Following the guidelines as described above

SFA Specific Requirements:

If an SFA has an additional requirements or expectations beyond what is federally required, they may add them here. SFA requirements **must** follow federal and state regulation and may not contradict either federal or state regulation.

- SFA following applicable laws relating to bidding

ISD 2909 ROCK RIDGE PUBLIC SCHOOLS – NORTHLAND LEARNING CENTER (NLC)
James Madison Building Lease Agreement
July 1, 2025 – October 31, 2026

LEASE AGREEMENT

This lease agreement was made and entered into on the last date of execution indicated below between INDEPENDENT SCHOOL DISTRICT #2909, Rock Ridge, having its principal office at 1405 Progress Parkway, in Virginia, Minnesota, hereinafter referred to as LESSOR, and NORTHLAND JOINT POWERS, a legal entity formed and created pursuant to Minn. Stat. 471.59, hereinafter referred to as LESSEE, for the rental of the building known as the James Madison School, located in Virginia, Minnesota.

RECITALS

The parties recite and declare:

- A. LESSOR is the sole owner of the premises described below, and desires to lease portions of the premises to LESSEE for purposes of carrying-out the mission and programs of LESSEE.
- B. LESSEE desires to lease portions of the premises for the purpose of undertaking; conducting and carrying-out its mission, purpose, and programs as set forth in and by its enabling agreement and by-laws.
- C. The parties desire to enter into a Lease Agreement defining their rights, duties and liabilities relating to the premises and their relationship with one another. IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE

PURPOSE AND DESCRIPTION OF PREMISES

LESSOR leases to LESSEE that portion of the James Madison Elementary School more particularly described as follows: the area set forth on Exhibit A which is attached hereto and made a part hereof by this reference; approximately, 41,354 square feet of the first and second floor, 8,374 square feet of the gymnasium, and 3,297 square feet of cafeteria space; total space 53,025 square feet (See attached Addendum.)

SECTION TWO

TERM

The term of this lease is 16 months, beginning on the 1st day of July 2025 and terminating on the 31st day of October 2026, unless renewed, extended or modified by the parties in writing. However, either party shall have the right to terminate or cancel this lease agreement for any reason, effective at the end of each school year (June 30) by giving written notice to the other of its intention to do so at least 90 days prior to June 30 of that year.

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SECTION THREE

LEASE RATE.

LESSEE agrees to pay to LESSOR as annual lease for the demised premises a sum based on a calculated 3% increase effective beginning July 1, 2025 and ending June 30, 2026, and an additional 3% increase effective for the fiscal year beginning July 1, 2026 and ending October 31, 2026.

EDUCATIONAL AREA

YEAR 1: 7/1/2025-6/30/2026

YEAR 2: 7/1/2026-10/31/2026

YEAR 1 ANNUAL RATE \$6.12/square foot, \$6.30/square foot

GYMNASIUM AREA

YEAR 1: 7/1/2025-6/30/2026

YEAR 2: 7/1/2026-10/31/2026

ANNUAL RATE \$1.63/square foot, \$1.68/square foot

CAFETERIA AREA

YEAR 1: 7/1/2025-6/30/2026

YEAR 2: 7/1/2026-10/31/2026

ANNUAL RATE \$3.21/square foot, \$3.31/square foot

Lease payments shall be made in four equal quarterly payments by LESSEE to LESSOR with the first payment due on July 1, 2025 and the 1st day of each quarter thereafter. Payments shall be made to LESSOR at its address above or at such other place as LESSOR designates. (See attached Addendum.)

SECTION FOUR

USE OF PREMISES.

The demised premises shall be used and occupied by LESSEE for the purposes of conducting and undertaking its programs and to carry-out its overall educational mission. LESSEE shall not use or permit the use of the premises for any purpose not directly or incidentally related to its mission and programs without the written consent of LESSOR. LESSEE shall conduct only lawful activities on the leased premises.

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SECTION FIVE

RESTRICTIONS ON USE.

LESSEE shall not use the premises in any manner that will increase risks covered by insurance on the

premises and which would potentially result in an increase in the rate of insurance or in a cancellation of any insurance policy, even if such use may be in furtherance of LESSEE'S programs and mission.

LESSEE shall not keep or use anything prohibited by any policy of fire insurance covering the premises, and: shall comply with all requirements of any insurer applicable to the demised premises necessary to keep in force the fire and liability insurance, regardless of by whom acquired.

SECTION SIX

WASTE, NUISANCE OR UNLAWFUL ACTIVITY

LESSEE shall not allow any waste or nuisance of the premises, or use, or allow to be used, the premises for any unlawful purpose or activity.

SECTION SEVEN

INSURANCE

LESSOR shall obtain, keep and maintain insurance on the building of which the demised premises are a part against all loss or damage by fire and other risks to the extent of the full insurable value thereof, including all improvements, alterations, additions, and changes made by either party to this lease agreement. All insurance required by this provision shall be carried for the mutual benefit of the parties in proportion to their interests in the demised premises.

Additionally, LESSOR shall obtain, keep and maintain liability insurance insuring against liability for bodily injury and property damage with limits of at least that which are required by the Minnesota Tort Claims Act applicable to political subdivisions of the state of Minnesota.

LESSEE shall obtain, keep and maintain insurance on any of its equipment, inventory, contents and/or other belongings, and those belonging to third parties, which may be kept on the demised premises with the knowledge and consent of LESSEE. LESSEE shall also obtain, keep and maintain liability insurance insuring against liability for bodily injury and property damage covering its own errors and omissions and those of its employees in conjunction with its use of the demised premises and its programs. The liability limits must be at least that which are required by the Minnesota Tort Claims Act applicable to political subdivisions of the state of Minnesota

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SECTION EIGHT

MAINTENANCE, UTILITIES AND REPAIRS

LESSEE shall provide at its own expense regular and customary janitorial and custodial services for the demised premises, all minor repairs, and lawn maintenance and snow removal. In the event there are other tenants, snow removal costs shall be prorated between the tenants on the basis of square footage.

LESSOR shall provide and furnish hot and cold water, electricity, heat, sewer and garbage collection, at its own expense, to the demised premises during the term of this agreement.

In the event that annual utility bills (water, electricity, heat, sewer and garbage) to the building exceed \$75,000, LESSEE agrees to pay to LESSOR an increased lease amount equal to the increase less \$75,000. In the event there are other tenants in the building, such excess shall be prorated among the tenants on the basis of square footage.

LESSOR shall be responsible for all major repairs and structural changes to the entire building, including the grounds, walkways and parking areas. LESSOR shall provide boiler inspections as required by law.

LESSEE shall annually reimburse the LESSOR for health and safety and maintenance costs that occur as a result of a request from the LESSEE that are not exclusively covered in this agreement such as the replacement of flooring, fixtures, and other items not mentioned in this agreement. Payment shall be made within 30 days of the conclusion of the contracted fiscal year.

SECTION NINE

COMPLIANCE WITH LAW

LESSEE covenants and agrees to observe, keep and maintain all regulations and requirements of the City of Virginia, County of St. Louis, and/or the State of Minnesota, and/or other public authorities and administrative agencies, with regard to the condition and conduct of said demised premises, and any part thereof, and in conjunction with the activities of LESSEE.

SECTION TEN

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

LESSEE understands and agrees that any alterations, additions and/or improvements to the demised premises, or any part thereof, shall only be made with the written consent of LESSOR, and subject to any conditions which LESSOR may impose.

LESSEE may make alterations or additions which are capable of being removed without damaging the premises without the consent of LESSOR. Any alterations, additions and/or improvements, or other changes made to the demised premises which are not capable of being removed without damaging the premises,

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shall become part of the real estate and may not be removed by LESSEE at the end of the term of this lease or any extension or renewal thereof.

SECTION ELEVEN

ENTRY ON PREMISES

LESSOR has the right to enter the demised premises at reasonable times to inspect them, perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the building in which the demised premises are located, and LESSEE shall permit LESSOR to do so. Reasonable effort shall be made to accommodate the needs and requirements of LESSEE'S programs in conjunction with any required maintenance or repair, etc.

SECTION TWELVE

DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

LESSOR represents that the demised premises are in fit condition for use by LESSEE. Acceptance of the demised premises by LESSEE shall be construed as recognition that the demised premises are in good state of repair and in sanitary condition.

LESSEE shall surrender the demised premises at the end of the lease term, or any renewal of such term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear, damages by Acts of God, including fires and storms. Before delivery, LESSEE shall remove all signs and all other removable alterations or changes placed on, or done to, the premises, by LESSEE, and restore the portion of the demised premises on which they were located in the same condition as when received.

SECTION THIRTEEN

INDEMNIFICATION

Each party shall indemnify the other against all expenses, liabilities, and claims for every kind, by or on behalf of any person or entity arising out of: 1) a failure by a party to perform any of the terms or conditions of this lease agreement; 2) any injury or damage happening on or about the demised premises as a result of the other's activities and/or programs; 3) failure to comply with any law, rule or regulation of any governmental authority; 4) its actions, whether by omission or commission, which in any way relate to this lease agreement and the performance of its obligations and duties in conjunction therewith.

SECTION FOURTEEN

ASSIGNMENT, SUBLEASE OR LICENSE

LESSEE shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises or allow any other person or entity except agents and employees of LESSEE₅ to occupy

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the demised premises or any part of the demised premises without first obtaining written consent of LESSOR. Consent by LESSOR shall not be consent to a subsequent assignment, a sublease, or occupation by other persons or entities.

An unauthorized assignment, sublease, or license to occupy by LESSEE shall be void and shall terminate this lease agreement at the option of LESSOR.

The interest of LESSEE in this lease agreement is not assignable by operation of law without the written consent of LESSOR.

SECTION FIFTEEN

DEFAULT AND FORFEITURE

LESSOR may, on default with respect to any of the provisions of this lease by LESSEE, provide LESSEE with notice of any breach of the lease terms or conditions, and LESSEE shall then have ten (10) days to either correct the condition or commence corrective action if the condition cannot be corrected in that time, in which case, LESSEE shall have a reasonable time to complete the correction.

LESSOR may elect to enforce the terms and conditions of the lease by any other method available under the law, or LESSOR may declare a forfeiture of the lease by providing fifteen (15) days notice to LESSEE of LESSOR'S intent to do so.

SECTION SIXTEEN

SURRENDER OF PREMISES AND HOLD-OVER

At the expiration of the lease term or upon its proper termination, LESSEE shall quit and surrender the premises. LESSEE shall acquire no additional rights, title, or interest to the demised premises by holding the premises after termination or expiration of this lease, and shall be subject to legal action by LESSOR to obtain its removal

SECTION SEVENTEEN

WAIVERS

Waiver by either party of any breach of any covenant or duty under this lease is not a waiver of a breach of any other covenant or duty, or any subsequent breach of this same covenant or duty.

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SECTION EIGHTEEN

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Minnesota. Further, this lease agreement has been mutually negotiated between the parties, and the normal rule of construction - that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this document.

SECTION NINETEEN

BINDING EFFECT

This lease agreement shall bind and inure to the benefit of the respective successors and assigns of the parties.

SECTION TWENTY

REPRESENTATION OF AUTHORITY TO SIGN

Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing boards of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

SECTION TWENTY-ONE

PARAGRAPH HEADINGS

The titles to the paragraphs of this lease 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 lease agreement.

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IN WITNESS WHEREOF, the parties above named have executed this Lease Agreement to be effective July 1, 2025.

LESSOR: INDEPENDENT SCHOOL DISTRICT #2909, ROCK RIDGE

_____(Signature of Board Chair)

_____(Date of Board Chair's Signature)

_____(Signature of Board Clerk)

_____(Date of Board Clerk's Signature)

LESSEE: NORTHLAND JOINT POWERS

Reggie Engstrom, Ed.D (Signature of Board Chair)

6.11.2025 (Date of Board Chair's Signature)

[Signature] (Signature of Board Clerk)

6.11.2025 (Date of Board Clerk's Signature)

James Madison Room Square Footage by Floor for July 1, 2025 – October 31, 2026
Addendum to NLC Agreement

LEVEL	ROOM	SQUARE FOOT	LEVEL	ROOM	SQUARE FOOT
BASEMENT	B1	576	2 ND FLOOR	201	839
	B1 OFFICE	124		202	848
	B2	843		203	902
	B3	803		204	809
	B4	1074		205	513
	B5	1162		206	809
	TOTAL	4582		207	813
1 ST FLOOR	102	850		208	165
	103	848		209	944
	104	1159		210	212
	105	809		211	976
	106	809		212	954
	107	813		213	224
	108	395		214	828
	109	289		215	790
	110	289		216	790
	111	272		TOTAL	11,416
	112	353		TOTAL (INCLUDES HALLS, ETC.)	21,882
	112A	145	CAFETERIA	CAFETERIA	2138
	112B	142		STORAGE	195
	113	240		FOOD PREP	460
	114	2619		DISH WASH	170
	115	185		LOBBY	239

	116	180		CLOSET	95
	117CR	879		TOTAL	3297
	117P	172	GYM	GYM	6254
	118	267		STORAGE	274
	119	341		OFFICE	134
	120	833		M LOCKER	120
	121	797		W LOCKER	120
	122	797		LOBBY	201
	TOTAL	14,483		CORRIDOR	1271
TOTAL (INCLUDES HALLS, ETC)		19,472		TOTAL	8374
TOTAL SQUARE FOOTAGE (1 ST & 2 ND FLOOR MINUS CAFETERIA AND GYM AREA)					41,354
RENTAL RATE (25-26)(26-27)					\$6.12 / \$6.30
RENT					\$253,012 / \$260,679
TOTAL SQUARE FOOTAGE (CAFETERIA)					3,297
RENTAL RATE (25-26)(26-27)					\$1.63 / \$1.68
RENT					\$5,366 / \$5,535
TOTAL SQUARE FOOTAGE (GYM AREA)					8,374
RENTAL RATE (25-26)(26-27)					\$3.21 / \$3.31
RENT					\$26,911 / \$27,687
TOTAL ANNUAL RENTAL RATE (25-26)(26-27)					\$285,288 / \$293,847

30STATE OF MINNESOTA

LEASE

LEASE NO. **12623**

THIS LEASE is made by and between Rock Ridge Public Schools ISD 2909, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services Division.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Virginia, County of St Louis, Minnesota 55792:

a tract of land approximately eighteen thousand seven hundred twenty three (18,723) usable square feet as shown on the attached Exhibit A and Exhibit B located at 113 N 14th ½ Avenue W.

2. **USE**

- 2.1 Tenant shall use and occupy the Leased Premises only as commercial driver's license (CDL) maneuver testing and related activities.
- 2.2 Tenant shall use the Leased Premises for CDL maneuver testing from 8:00 am to 4:30 pm on Mondays, Wednesdays and Fridays. Landlord shall ensure that the existing lighting on the building exterior that illuminates the parking lot area are in operation and working during the days that Tenant is conducting the CDL maneuver testing.
- 2.3 **TERM** The term of this Lease is one (1) year, commencing July 1, 2025 and continuing through June 30, 2026 ("Lease Term").

3. **RENT**

- 3.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, Tenant shall pay Landlord for the Lease Term the sum of seven thousand two hundred and no/100 dollars (\$7,200.00) payable in equal monthly payments of six hundred and no/100 dollars (\$600.00), representing a gross annual rate of \$0.38 (rounded) per usable square foot.

- 3.2 Rent Billing Address All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable
Department of Public Safety
445 Minnesota St #126
St Paul MN 55101-5126

- 3.3 Rent Payment Address Tenant shall pay Landlord via electronic payment to the payment information Landlord has provided in SWIFT, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

Rock Ridge Public Schools
1405 Progress Parkway
Virginia, MN 55792

- 3.4 Landlord Receipt of Rent Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

4. **PARKING** Landlord shall provide parking stalls in the parking lot adjacent to the building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

6. **OPTION TO RENEW**

- 6.1 Landlord grants and Tenant accepts the right to two (2) options to renew this Lease for a period of one (1) month each, at the same terms and conditions as this Lease and at the rental rates set forth below in Sections 6.2.b and 6.3.b.

6.2 Option Period One

- a. The Option Period One shall commence on July 1, 2026 and continuing through July 31, 2026 ("Option Period One"). To exercise the above noted Option Period One, Tenant must indicate in writing its intent to exercise said option no later than June 1, 2026.
- b. If the Option Period One is exercised, Tenant shall pay Landlord rent for the Option Period One in the sum of six hundred and no/100 dollars (\$600.00), a gross annual rate of \$0.38 per usable square foot.

6.3 Option Period Two

- a. The Option Period Two shall commence on August 1, 2026 and continuing through August 31, 2026 ("Option Period Two"). To exercise the Option Period Two, Tenant must indicate in writing its intent to exercise said option no later than July 1, 2026.

- b. If the Option Period Two is exercised, Tenant shall pay Landlord rent for the Option Period Two in the sum of six hundred and no/100 dollars (\$600.00), a gross annual rate of \$0.38 per usable square foot.

7. **LEASE TERMINATION**

- 7.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety; Driver and Vehicle Services funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days prior written notice to Landlord.
- 7.2 **Statute** Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days prior written notice by Tenant to Landlord for any reason except lease of other non-state-owned land or premises for the same use.
- 7.3 **Any Reason** Notwithstanding Sections 7.1 and 7.2 above, this Lease may be terminated by Tenant for any reason at any time upon giving thirty (30) days prior written notice to Landlord.

8. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof, any vehicles impounded or under the custody of Tenant and any equipment owned by Tenant whether attached to the Leased Premises by Landlord or Tenant (hereinafter referred to as "Personal Property"), , shall remain the property of Tenant. Tenant shall remove its Personal Property and vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear and tear and damage by the elements excepted.

9. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

- 9.1 **Management** Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations, and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disability access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 9.2 **Landlord's Access** Landlord, acting through its designated agent, employees or officials shall have the right, upon prior notification to Tenant, to inspect the Leased Premises at all reasonable times.
- 9.3 Landlord agrees to provide Tenant at least twenty four (24) hours' notice prior to entering the Leased Premises. Notwithstanding the foregoing, Landlord shall have immediate access to the Leased Premises in case of an emergency and Landlord shall use reasonable efforts to contact Tenant prior to entering the Leased Premises. Landlord contact will be made by email or telephone to Tenant's Site contact.
- 9.4 Landlord shall furnish and provide, at its expense, the following services:

- a. Snow removal.
- b. Grounds maintenance.
- c. Secured, fenced lot with building exterior lighting and security cameras including maintenance and repair of the fence, building exterior lighting and security cameras.
- d. Landlord shall bear the cost of electricity.

9.5 Tenant's Site Contact Landlord is hereby advised to contact the following for access, site coordination, and other services (if any) affecting the use of the Leased Premises:

Josh Sipola
DVS Regional Supervisor
218-216-0838
Email: joshua.sipola@state.mn.us

10. DUTIES OF TENANT

- 10.1 Tenant agrees to maintain the Leased Premises in a clean, safe, orderly condition, free of trash of any kind.
- 10.2 Tenant hereby assumes all responsibility for security against theft, vandalism or accidental loss of any kind whatsoever.
- 10.3 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease pursuant to Section 9.2 above.
- 10.4 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.
- 10.5 Assignment/Sublease Except for sublease to a state agency, board, council or other political subdivisions of the State, Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord which Landlord shall not unreasonably withhold.
- 10.6 Landlord's Site Contact Tenant is hereby advised to contact the following for access, site coordination, and other services (if any) affecting the use of the Leased Premises:

Bob Voss
Director of Transportation
218-410-3130
Email: bob.voss@rrps.org

11. QUIET ENJOYMENT Tenant shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.

12. **TAXES AND ASSESSMENTS** Landlord shall be responsible for payment of all taxes and assessments upon the land of which the Leased Premises is a part.
13. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days' written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.
14. **INSURANCE**
- 14.1 **Property Damage**
- a. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection 14.1.b below, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- b. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.
- 14.2 **Liability** Subject to subsection 14.1.b. above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
15. **BUILDING ACCESS AND SERVICES** Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.
16. **NEW LANDLORD** In the event the Leased Premises or the land of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to Landlord, proper written notice of such change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

17. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of such notice, or if the default is of the character as to require more than thirty (30) days to cure, and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days written notice or may cure the default. In the event Tenant cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore are rendered, or Tenant shall have a specific right to set-off any such amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, said termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.

18. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.

19. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Leased Premises.

20. **HAZARDOUS SUBSTANCES**

20.1 **General**

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
- b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or

the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

20.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

20.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease. Landlord further agrees to immediately remediate, at Landlord's sole cost and expense, any asbestos found in the Building or the Leased Premises at any time during the Lease Term or extension(s) of this Lease.

20.4 Radon

- a. Landlord has not undertaken environmental testing to determine the level of radon, a Class-A known human carcinogen, in the Leased Premises or the Building of which the Leased Premises is a part.
- b. Because of the nature of radon, a naturally occurring soil gas, it may be present in any building. Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building of which the Leased Premises is a part will have low levels of radon.
- c. Tenant may elect to have radon testing conducted at any time during the Lease Term and any extension(s) thereof. In the event Tenant elects to have radon testing conducted, the test shall be performed by a measurement professional licensed by the Minnesota Department of Health and according to the standards

required by licensed professionals and the protocols set forth by the Minnesota Department of Health. Tenant must present the radon test report to the Landlord within thirty (30) days from Tenant's receipt of the radon test report from the licensed radon measurement professional.

- d. If Tenant's radon test finds elevated radon concentrations, defined as exceeding the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level, Landlord must accept or dispute the test result, as follows:
- (i) If Landlord accepts Tenant's radon test result, Landlord will reduce radon levels, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the Lease as specified in Section 20.4.d.(iii) below.
 - (ii) If Landlord disputes Tenant's radon test result, Landlord, at its sole cost and expense, must conduct a radon test performed by a licensed radon measurement professional. This measurement is valid for a period of two years after the date of the testing. If the professional radon test contracted by Landlord finds an elevated radon concentration, the Landlord will reduce radon levels in the Leased Premises or the Building of which the Leased Premises is a part, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the lease as specified in Section 20.4.d.(iii) below.
 - (iii) Following receipt of Tenant's radon test report, if Landlord fails to conduct its own testing within thirty (30) days or reduce the level of radon to below the USEPA Action Level within one hundred twenty (120) days, Tenant may terminate this lease with thirty (30) days written notice to Landlord.
- e. All contracted radon measurement and radon reduction work must be conducted by a licensed radon measurement or mitigation professional.

21. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

- 21.1 Landlord must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to Landlord and Tenant.
- 21.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Clause, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied.

Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

22. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.
23. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.
24. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
25. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
26. **NOTICES**
- 26.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 26.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. when delivered via electronic mail from Tenant to Landlord to:
andrea.lintula@rrps.org (provided such delivery or attempted delivery is confirmed), or
 - d. one (1) business day after deposited with an overnight courier service.

26.2 Mailing Addresses:

Landlord:

Rock Ridge Public Schools ISD 2909
1405 Progress Parkway
Virginia MN 55792

Attn: Andrea Lintula

Email: andrea.lintula@rrps.org

Tenant:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

Attn: Lease Supervisor

EXHIBITS:

Exhibit A Leased Premises
Exhibit B Aerial Photo of Leased Premises

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

ROCK RIDGE PUBLIC SCHOOLS ISD 2909

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

TENANT:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____
("Execution Date")

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By ^{Signed by:} Braden Carpenter
335008160636450

Date 6/16/2025

SWIFT P.O. Funds will be encumbered 1 July 2025

Contract No. 271151

Account Code 411001

Fund No. 2000

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Memorandum of Understanding March 10, 2025

Rock Ridge High School Online Curriculum Monitoring

The Rock Ridge School Board and Rock Ridge Teacher's Union agree to the following Memorandum of Understanding. This Memorandum of Understanding shall be in effect until a new contract for 2025-2027 is signed by both parties.

Rock Ridge High School teachers have the opportunity to provide online monitoring for students enrolled in the EdMentum online curriculum program. This service is entirely voluntary and is in addition to the teacher's regular instructional responsibilities. Participating teachers will continue to teach their standard five-course load.

Teachers who choose to participate will receive compensation of \$300 per semester for each student enrolled in an EdMentum course. This payment will be distributed in two installments:

- \$150 at the start of the course
- \$150 upon the student's completion of the course

Teachers will be responsible for progress monitoring and documenting student contacts throughout the course.

Licensure requirements for participating teachers are as follows:

- Teachers must hold appropriate licensure in the course subject area unless they are part of the Alternative Learning Program (ALP).
- Teachers within the ALP may oversee courses outside their licensed subject area, as out-of-field placements which have been approved by PELSB.

Signed

(Local President) (Date)

(Local Vice-President) (Date)

(School Board President) (Date)

(Superintendent) (Date)